

129690

BOOK 170 PAGE 673

Return Address:

Skamania County
Clerk to the Board
of County Commissioners

FILED FOR RECORD
SKAMANIA COUNTY
BY Skamania County

Nov 6 9 10 AM '97

GARY
AUDITOR
GARY M. OLSON

Please Print or Type Information.

Document Title(s) or transactions contained therein:	
1. License Agreement	
2.	
3.	
4.	
GRANTOR(S) (Last name, first, then first name and initials)	
1. Skamania County Fire District # 2	
2.	
3.	
4.	
<input type="checkbox"/> Additional Names on page ____ of document.	
GRANTEE(S) (Last name, first, then first name and initials)	
1. Skamania County	
2.	
3.	
4.	
<input type="checkbox"/> Additional Names on page ____ of document.	
LEGAL DESCRIPTION (Abbreviated: IE, Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)	
SE4 NW4 Section 25, T3N R7E	
<input checked="" type="checkbox"/> Complete legal on page <u>1</u> of document.	
REFERENCE NUMBER(S) Of Documents assigned or released:	
<input type="checkbox"/> Additional numbers on page ____ of document.	
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER	
03-07-25-2-0-0116-00	
<input type="checkbox"/> Property Tax Parcel ID is not yet assigned.	
<input type="checkbox"/> Additional parcel #'s on page ____ of document.	
The Auditor/Recorder will rely on the information provided on the form. The Staff will not read the document to verify the accuracy or completeness of the indexing information.	

BOOK 170 PAGE 674

LICENSE AGREEMENT
(Revocable)

On this 26th day of May, 1997, the Grantor, **SKAMANIA COUNTY FIRE DISTRICT #2 ("Fire District")**, for and in consideration of the sum of One Dollar (\$1.00), together with other good and valuable consideration, hereby grants to **SKAMANIA COUNTY ("Licensee")**, a revocable license to permit the Licensee to stockpile rock on the following described property ("Property"), to-wit:

A tract of land located in the Southeast quarter of the Northwest quarter of Section 25, Township 3 North, Range 7 East, WM, Skamania County, Washington, described as follows:

Beginning at the Northeast corner of a tract of land conveyed to R. Wilkie as described in deed recorded in Book 52 of Deeds at page 59, records of Skamania County, Washington; thence South 89 deg. 36' 00" East to the westerly right of way line of Loop Road; thence southerly along said westerly right of way line to the north right of way line of Stewart Drive; thence westerly along said north right of way line of Stewart Drive to the east line of said R. Wilkie tract; thence North 0 deg. 24' 00" East along said east line a distance of 260 feet more or less to the point of beginning;

EXCEPTING THEREFROM, that portion of said property upon which the Fire District's station is located.

This license is therefore given to allow the Licensee and its assignees or agents to enter on to the Property to stockpile rock to be used in repairing and upgrading roads in the general vicinity of said Property. In conjunction with the granting of this revocable license, Grantor and Licensee specifically acknowledge and agree as follows:

Gary H. Martin, Skamania County Assessor

Date 11-5-97 Parcel # 03 02 25 2 0 0 11600
5/26/97

BOOK 170 PAGE 675

1. Licensee shall conduct all operations in a good and workmanlike manner so as to minimize any interference with the Fire District's use of the Property or damage done thereto.

2. Licensee shall have the right to access, alter, repair, prepare, or modify the Property to a condition that will permit the Licensee to use the Property for the purposes set forth in this agreement. Licensee will clean up the site to the Fire District's satisfaction at the end of the project, grading any remaining rock around in the used area.

3. This license shall begin upon the execution hereof and shall continue until 11:59 o'clock p.m. on December 31, 1997.

4. Licensee shall indemnify and hold the Fire District harmless against any claims for damages to the subject property or injury to third persons resulting from or arising out of the Licensee's use of the Property.

5. Licensee shall not use any rock materials contaminated with hazardous materials, and shall indemnify, defend, and hold the Fire District harmless in the event of any breach hereof.

6. This agreement shall constitute the entire agreement between the parties and any understandings or representations of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated herein.

7. This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington and any actions taken to enforce or defend the terms hereof will be initiated in a court of competent jurisdiction within Skamania

County.

8. In the event of any controversy, claim, or dispute relating to this instrument or its breach, the prevailing party shall be entitled to recover its reasonable expenses, attorneys fees and costs.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the date and year first above written.

SKAMANIA COUNTY FIRE DISTRICT #2

by: _____

Title: _____



SKAMANIA COUNTY FIRE DISTRICT #2
BOARD OF COMMISSIONERS

[Signature]
Chairman

[Signature]
Commissioner

[Signature]
Commissioner

ATTEST:

[Signature]
Ex-Officio Clerk of the Board

APPROVED AS TO FORM ONLY:

BA - 5/14/97
BRADLEY W. ANDERSEN
Skamania County
Prosecuting Attorney

Rev.Lic.Agree\bwss.485

BOARD OF COUNTY COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON

[Signature]
Chair

5/26/97
Date

[Signature]
Commissioner

[Signature]
Commissioner

JW

License Agreement - Page 3