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BOOK 173 PAGE 739
FILED FOR RECORD
SKAMANIA CO., WASH
BY Skamania Co.
FEB 26 9 45 AM '98
O'Lowry
AUDITOR
GARY M. OLSON

Return Address:

Skamania County
Clerk to the Board
of County Commissioners

Please Print or Type Information.

Document Title(s) or transactions contained therein:

1. Compliance and Security Agreement
2.
3.
4.

GRANTOR(S) (Last name, first, then first name and initials)

1. Ash, Timothy L. etux etal
2. Essex, Tim E. etal
3. Skamania County
4.

[ ] Additional Names on page _____ of document.

GRANTEE(S) (Last name, first, then first name and initials)

1. Skamania County
2. Ash, Timothy L. etux etal
3. Essex, Tim E. etal
4.

[ ] Additional Names on page _____ of document.

LEGAL DESCRIPTION (Abbreviated: I.E., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)

Lot 1 of Esch Short Plat

[ ] Complete legal on page 3 of document.

REFERENCE NUMBER(S) Of Documents assigned or released:

[ ] Additional numbers on page _____ of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER
03-08-17-4-0-3201-00

[ ] Property Tax Parcel ID is not yet assigned.
[ ] 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.

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COMPLIANCE AND SECURITY AGREEMENT

On this 18 day of February, 1998, TIMOTHY L. and SHAWNE B. ASH, husband and wife ("Landowners"), their assigns, heirs and successors in interest, and TIM E. ESSEX ("Lessee"), his assigns, heirs and successors in interest, hereby enter into this Agreement with SKAMANIA COUNTY, STATE OF WASHINGTON ("County"), as follows:

WHEREAS, Skamania County received a complaint that the Landowners/Lessee are maintaining a public nuisance on certain property located in the unincorporated community of Carson, Skamania County, State of Washington; and

WHEREAS, the Lessee, who leases this property from the Landowners, operates and maintains an automotive repair business on the property and within the commercial building located thereon; and

WHEREAS, as part of this business, miscellaneous vehicles are parked on the property to be serviced; and

WHEREAS, the County has a right, in addition to its other remedies, to attempt to abate the Landowners'/Lessee's maintenance of a nuisance on their property, to remove the offending material and to recover the cost of such removal by filing a lien on the real property in favor of Skamania County; and

WHEREAS, the Landowners/Lessee wish to bring their property into compliance with the applicable County laws; and

WHEREAS, the Landowners, the Lessee and the County wish to enter into an agreement whereby the County will allow the Landowners/Lessee to continue to use and occupy the property for a

period not to exceed twelve (12) months from the date of the execution of this Agreement, in which time the Landowners/Lessee will have: (1) removed or screened from view all of the offending materials, including but not limited to junk motor vehicles, unused and nonfunctioning boats, unused trailers and motor vehicle parts; and (2) brought -- and continue to maintain -- the subject property in compliance with the County's Nuisance Ordinance; and

WHEREAS, if the Board of County Commissioners ever amend, modify or repeal Skamania County Ordinance §8.30 of the County Code to permit the Landowners/Lessee to store "junk vehicles" in conjunction with an automotive repair business, then this agreement shall become null and void.

THEREFORE, BASED ON THE MUTUAL PROMISES CONTAINED HEREIN, the parties agree as follows:

Section I

Definitions

The parties agree that the following definitions will apply to this Agreement:

1. "Junk Vehicle" means any vehicle that meets at least three of the following requirements:

   (a) Is 3 years old or older;

   (b) Is extensively damaged, such damage including but not limited to the following: broken window or windshield, missing wheels, tires, motor, or transmission;

   (c) Is apparently inoperable;

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(d) Has an approximate fair market value equal only to the approximate value of the scrap in it; or

(e) Is without a valid and current registration plate.

2. "Nuisance(s)" is the definition as provided by the Skamania County Code, Section 8.30.010(A) through (D), which is incorporated herein.

3. "Real Property" or "subject property" is that real property owned by the Landowner and leased by the Lessee located in Skamania County, State of Washington, which is described as follows:

Parcel 03-08-17-4-0-3201-00
Lot 1, Esch Short Plat, recorded in Book 1 of Short Plats, at page 53, records of the Skamania County Auditor.

4. "Adjacent Property" shall mean any private or publicly-owned real property.

5. "Adjacent Road" shall mean any county road, including but not limited to Metzger Road and/or Vine Maple Loop.

6. "Unused Objects or Equipment" shall include but not be limited to tires, unattached motor vehicle parts, household furniture, appliances, and/or scrap metal.

Section II

Landowners'/Lessee's Responsibilities

2.1 Within thirty (30) days of the date of this Agreement, the Landowners/Lessee shall obtain all the necessary permits and/or licenses to operate an automotive and repair business upon the real property.

2.2 Within sixty (60) days of the date of this agreement, the Landowners/Lessee shall not permit any "junk vehicles" or motor vehicles or motor vehicle parts to remain on the property for more than thirty (30) consecutive days, until such time as the real property is screened from view from the adjacent county roads and/or real property.

2.3 Within ~~twelve (12)~~ 24 months of the execution of this Agreement, the Landowners/Lessee shall have planted and properly maintained a row of trees, hedges or shrubs that are at a minimum of 48" in height (4ft minimum when planted into the ground). These trees, hedges or shrubs will be of a type and shall be planted in such a manner as to provide a visual screen from adjacent roads and property. The Landowners and/or Lessee shall further be required to regularly maintain this vegetation fence so as to screen any nuisance material from view. In lieu of providing a natural screen, the Landowners/Lessee may erect and maintain an 8 ft. high fence with slats that screen the property from view or Landowners/Lessee shall provide such other storage arrangements for all parts, "junk vehicles" or other non-salvageable vehicles, such as a trailer, building or other storage facility, that screens and blocks the public's view of said materials. In addition thereto, Landowners/Lessee agree to plant trees along the north side of the property to screen the immediate neighbors view.

2.4 The Landowners/Lessee shall only store those vehicles (including unattached motor vehicle parts) necessary to operate the Lessee's business. The real property shall only be used or

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maintained as an automotive and marine repair facility or such other facility as is permitted under local zoning or the Landowners' grandfather rights. The Landowners/Lessee's rights to an existing and valid nonconforming use will not be affected by this agreement in any way.

2.5 Once the property is brought into compliance, the Landowners/Lessee shall not maintain any nuisances on the subject property and shall continue to only use and maintain the property in accordance with Skamania County's Nuisance Ordinance and this Agreement.

Section III

County's Responsibilities

Upon the condition that the Landowners/Lessee comply with the requirements set out in Section II, the County shall:

3.1 Not take any action to remove the unused objects, vehicle parts, junk vehicles, or other personal property or equipment from the subject property for a period not to exceed twelve (12) months from the date of the execution of this Agreement; and

3.2 Continue to provide the Landowners/Lessee information and inspections and other services generally available to the public.

Section IV

Remedies

4.1 In addition to the County's other remedies, the Landowners/Lessee agree that if on the thirteenth (13th) month following execution of this Agreement, or any time thereafter, they have not fulfilled the requirements spelled out in Section II above

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or in the Skamania County Ordinance, they will immediately permit the County to enter on to the property to remove all property, cars, equipment and other material that is stored in violation of any state or county laws or regulations. The Landowners/Lessee further agree by executing this Agreement that they have waived all rights to appeal or challenge the County's abatement action and will release any and all claims against Skamania County, its officials and employees for abating the nuisance.

4.2 The Landowners/Lessee further agree to reimburse the County for any and all costs incurred in enforcing the terms of this Agreement and that the County, in addition to its other remedies, shall have the immediate right to file a lien upon the real property to secure the costs incurred in enforcing the terms of this Agreement. Indeed, the Landowners/Lessee understand that the County will file this document with the County Auditor to ensure that any subsequent purchasers will have notice of the terms of this Agreement and will be subject to those terms.

Section V

Other Terms and Conditions

The parties mutually agree as follows:

5.1 That nothing in this Agreement shall be interpreted as a waiver of the County's right to bring a legal action against the Landowners/Lessee for the violation of any state or local laws or regulations. At this time, the Skamania County Planning Department has administratively determined that the property may legally be used for commercial purposes. However, nothing in this agreement

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shall be interpreted to waive Skamania County's right and/or duty to enforce the County's land-use or zoning regulations if it is later determined that the Landowners' use or occupancy of the real property violates the County's zoning ordinance.

5.2 That this Agreement was executed in Skamania County, State of Washington, and that the terms hereof will be interpreted in conformity with the laws of the State of Washington. Any action brought under this agreement shall be maintained in Skamania County.

5.3 That this written Agreement represents the full and complete understanding between the parties and that there are no other agreements or representations, expressed or implied, which are not set forth herein.

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

BOARD OF COUNTY COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON

Chairman

Commissioner

Commissioner

GARY M. OLSON SKAMANIA COUNTY AUDITOR

Attest:

County Auditor and Ex-Officio Clerk of the Board

APPROVED AS TO FORM ONLY:

Skamania County Prosecuting Attorney

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TIMOTHY L. ASH (Landowner)

SHAWNE B. ASH (Landowner)

TIM E. ESSEX (Lessee)

STATE OF WASHINGTON)
) ss.
County of Skamania)

I CERTIFY that I know or have satisfactory evidence that TIMOTHY L. ASH and SHAWNE B. ASH are the persons who appeared before me and executed the foregoing instrument, acknowledging it to be of their free and voluntary act and deed for the uses and purposes therein mentioned.

Shirley A. Little

NOTARY PUBLIC, State of Washington
Residing at Stevenson
My Commission Expires 8-12-99

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