

133638

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Return Address:

Skamania County Clerk
to the Board of County
Commissioners

FILED
Skamania County
Dec 9 3 17 PM '98
Oxley
GARY L 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
- 2.
- 3.
- 4.

☐ Additional Names on page _____ of document

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

1. Wilkins, Kaiser & Olsen Inc.
- 2.
- 3.
- 4.

☐ Additional Names on page _____ of document

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

SE4 Section 17, T3N, R8EWM

☐ Complete legal on page 4 of document

REFERENCE NUMBER(S) Of Documents assigned or released:

☐ Additional numbers on page _____ of document

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

☐ 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.

LICENSE AGREEMENT

This agreement is made and entered into this 30th day of November, 1998, by and between SKAMANIA COUNTY, hereinafter referred to as "Licensor", and WILKINS, KAISER & OLSEN, INC., hereinafter referred to as "Licensee", and its assigns.

WHEREAS, the Licensor possesses a County Road Right-of-Way on Wind River Road (Co. Rd. No. 92135) in the Southeast 1/4 of Section 17, Township 3 North, Range 8 East, WM., Skamania County, Washington, and

WHEREAS, the Licensee has requested use of certain delineated portions of said Right-of-Way for the purposes of a roadway embankment.

NOW, THEREFORE, In consideration of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

SECTION ONE GRANT OF LICENSE

Licensor hereby grants to Licensee the following privileges to use various portions of its Right-of-Way as follows:

Roadway Embankment

To use the real property ("embankment slope") described on Exhibit "D," which is attached hereto and hereby incorporated by reference, for the sole purpose of providing and maintaining a parking lot or storage yard slope embankment.

SECTION TWO SPECIAL USE COMPLIANCE

The Licensee shall comply with all county, state and federal laws and regulations concerning such usage.

SECTION THREE DURATION OF LICENSE

This License shall begin upon the execution hereof and shall continue until terminated as provided in this agreement. The Licensee may be assigned only upon the written approval of the Licensors.

SECTION FOUR INDEMNIFICATION OF LICENSOR

The Licensee shall indemnify and hold Licensor harmless against all claims for damages to the subject property or injury to third persons resulting from or arising out of the use of said properties. The Licensee shall further provide proof of insurance naming Skamania County as additionally insured.

SECTION FIVE TERMINATION OF LICENSE

This License shall terminate upon ninety (90) days advance written notice by either party to the other. The Licensee agrees to return the properties to their original condition within ninety (90) days of being so notified, unless otherwise agreed in writing by the Licensor. The parties may also terminate the

use of any portion of the Right-of-Way without affecting the other provisions of this Agreement or the right to use the remaining portions of said Right-of-Way. The Licensor further reserves the right to immediately revoke this License at any time, without notice, if the Licensee violates any portion of this Agreement.

SECTION SIX CONSTRUCTION/INSPECTION

The Licensee shall not begin work under this agreement without first notifying the Skamania County Engineer's Office at least 48 hours prior to start of construction. The Licensee shall further notify the Skamania County Engineer's Office 24 hours prior to completion of work for final inspection.

SECTION SEVEN AFFECT OF PARTIES' RIGHTS

Nothing in this agreement shall not be deemed or held to be an exclusive one and shall not prohibit the Licensor from granting other permits or franchise rights of like or other nature to other public or private utilities, nor shall it prevent the Licensor from using any of its roads, streets, or public places, or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered.

SECTION EIGHT WARRANTY OF TITLE

The Licensor does not warrant or guarantee the nature of its interest in the subject Right-of-Way, nor does it guarantee that it has the authority to grant this License. The Licensee assumes all of the risk relating to the ownership of this property and agrees to indemnify and defend the Licensor from any challenges to this License Agreement or the improvements made hereunder.

SECTION NINE INTERFERENCE

The Licensee shall not engage in any activities which will interfere with the public's right to travel over the county road. Moreover, if the Licensee interferes in any way with the drainage of the county road, the Licensee shall wholly, and at its own expense, make such provisions as the Licensor may direct to remedy any such drainage problems.

SECTION TEN MERGER

This License and/or privilege shall not be deemed or held to be an exclusive one and shall not prohibit the Licensor from granting other permits, licenses, or permission to others, nor shall it prevent Licensor from using any of its property.

SECTION ELEVEN ENTIRE AGREEMENT

This License represents the entire agreement and understanding of the parties and cannot be altered or modified except upon the mutual written consent of the parties.

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IN WITNESS WHEREOF, the parties hereto have caused this document to be executed on the above date.

SKAMANIA COUNTY
BOARD OF COMMISSIONERS

Robert E. McKee
Chairperson

Judy A. Carter
Commissioner

Edward A. Wilk
Commissioner

APPROVED AS TO FORM ONLY:

Edward A. Wilk
Skamania County Prosecutor

WILKINS, KAISER & OLSEN, INC.

by: Albert E. McKee

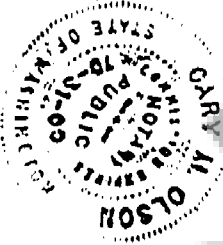
Title: V. Pres

STATE OF WASHINGTON)
) ss.
County of Skamania)

I certify that I know or have satisfactory evidence that Albert E. McKee, Judy A. Carter, and Edward A. McLarny, are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stating that they were authorized so to do and acknowledged it as the Board of Commissioners of SKAMANIA COUNTY, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Dec. 7, 1998.

Ray Michel
NOTARY PUBLIC, State of Washington
Residing at North Bonneville, Washington
My Commission expires 10/31/2000



STATE OF WASHINGTON)
) ss.
County of Skamania)

I certify that I know or have satisfactory evidence that James R. Nunnally, is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stating that he was authorized so to do and acknowledged it as the Vice President of WILKINS, KAISER & OLSEN, INC., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: November 30, 1998.

James R. Nunnally
NOTARY PUBLIC, State of Washington
Residing at Camden, WA
My commission expires Jan 1, 2002



EMBANKMENT SLOPE

All that portion of right-of-way of Wind River Road, County Road #92135 in the Southeast 1/4 of Section 17, Township 3 North, Range 8 East, WM., Skamania County, Washington and is more particularly described as follows:

DESCRIPTION OF RIGHT-OF-WAY CENTERLINE

Commencing at the intersection of the centerline of Wind River Road with the south line of Section 17, Township 3 North, Range 8 East, WM., said point being N 89°34'01" W, 1295.22 feet from the south 1/4 corner of said Section 17 and having a station designation of 104+54.40, said point also being on a left hand curve having a central angle of 37°16'10", a radius of 5729.58 feet and a tangent bearing of N 02°46'20" W; thence along said left hand curve a length of 3726.95 feet to station 141+81.35 and the point of tangent of said left hand curve.

RIGHT-OF-WAY STRIP DESCRIPTION

A strip of land lying parallel and contiguous to the above described centerline. This strip of land lies to the right of said centerline and to the left of the easterly right-of-way of said county road and to the right of a line described as follows: Beginning at a point 75.00 feet right of station 121+44.00; thence to a point 45.00 feet right of said station 121+44.00; thence parallel to the above described centerline to station 124+64.00; thence to a point 75.00 feet right of said station 124+64.00; thence parallel to the above described centerline to station 121+44.00 and the point of beginning.

EXHIBIT D