

134643

BOOK 187 PAGE 660

RETURN ADDRESS:

Richard Lang
c/o Skamania County Engineer's Office
Skamania County Courthouse Annex
P. O. Box 790
Stevenson, Washington 98648

FILED
Skamania County
Mar 23 3 34 PM '09
GARY L. OLSON

Please Print or Type Information.

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| 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. | |
| <input type="checkbox"/> Additional Names on page _____ of document. | |
| GRANTEE(S) (Last name, first, then first name and initials) | |
| 1. Gary C. LaVine | |
| 2. Lynda J. Olson | |
| 3. Carl H. Waters | |
| 4. | |
| <input type="checkbox"/> Additional Names on page _____ of document. | |
| LEGAL DESCRIPTION (Abbreviated: I E., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter) | |
| SW 1/4, SE 1/4, Section 23, T4N, R7E, WM. | |
| <input type="checkbox"/> Additional Names on page _____ of document. | |
| REFERENCE NUMBER(S) Of Documents assigned or released: | |
| <input type="checkbox"/> Additional Names on page _____ of document. | |
| ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER | |
| 04-07-23-3-4-0608 & 0609-00 | |
| <input type="checkbox"/> Property Tax Parcel ID is not yet assigned. | |
| <input type="checkbox"/> Additional Names 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
SPECIAL RIGHT-OF-WAY USE PERMIT
EDGEWATER DRIVE, COUNTY ROAD NO. 23140

This agreement is made and entered into this 22nd day of March, 1999, by and between SKAMANIA COUNTY, hereinafter referred to as "Licensor", and GARY C. LAVINE and LYNDIA J. OLSON and CARL H. WATERS hereinafter referred to as "Licensee", and its assigns.

WHEREAS, the Licensor possesses a County Road Right-of-Way on Edgewater Drive (Co. Rd. No. 23140) in the Southwest 1/4 of the Southeast 1/4 of Section 23, Township 4 North, Range 7 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 installing and maintaining a drainfield line.

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

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

1. To install and maintain a drainfield line across Edgewater Drive, which will be approximately 10 feet wide and located at approximate Mile Post 0.08.
2. Prior to any construction, the Licensee shall provide to the Licensor for the Licensor's approval, a project design prepared by an Engineer licensed to practice in the State of Washington. This project design must address the material used including the drainfield line and the necessary encasement, the method of construction and the process of sealing the casing. The plan must also deal with the issue of regular road maintenance by Skamania County and the possible future installation of utilities by franchises granted by Skamania County. The project design shall meet the following minimum standards: three foot deep, casing to be rigid pipe designed to facilitate repair and/or efficient removal of drainfield lines.
3. All work done under this License Agreement within county right-of-way shall be done under Skamania County Right-of-Way Permit and shall conform to the County Road Department standards for utilities installation. All work performed within the county right-of-way shall be performed by a licensed contractor and shall be covered by 1,000,000 dollar liability insurance naming the county as additional insured.
4. After the Licensee installs the drainfield, the Licensee shall return the road to at least as good a condition as it was in prior to the beginning of the project, as solely determined by the County Engineer. All work, including restoration of the original road, shall be done within ten (10) days from the start of construction.

5. Prior to the construction, the Licensee shall provide to the Licensor for the Licensor's approval, a traffic control plan. The Licensee shall be solely responsible to provide all the flagging, signs or other items necessary to properly and safely install and/or maintain the drainfield line.
6. Within two (2) weeks of the completion of the project, the Licensee shall provide the Skamania County Engineer's Office, the P.U.D., and other affected utility companies a copy of the "as-built" drawing signed and stamped by duly licensed engineer.
7. The Licensee shall, within two (2) weeks of the completion of the project, erect and maintain sufficient and adequate signs to mark the location of the drainfield line within the right-of-way. The Licensee shall also be responsible to routinely and regularly maintain the signs so they are clearly visible from the center of the road. The markers are to be made of a durable all weather sign depicting the drainfield line's location and to be permanently attached to a steel "T" fence post and placed on each right-of-way line at the intersection point of a projected line of the casing. At the top of the sign the word "NOTICE" shall be bold and the letters to be of a sufficient height for legibility from the centerline of the paved surface of Edgewater Drive. The Licensee shall stipulate a plan for the signing to be free of obstruction and visible from the road surface at all times.
8. Licensee shall provide to the Licensor for the Licensor's approval, a written maintenance agreement, which shall be recorded in the Skamania County Auditor's Office, denoting that the landowners of Tax Parcels 04-07-23-3-4-0608 (Lot 8 of Edgewater Properties) and 04-07-23-3-4-0609 (Lot 7 of Edgewater Properties) have the responsibility of maintaining the drainfield line and encasement running across Edgewater Drive. This maintenance agreement will include but not be limited to provisions relating to the periodic and regular clean out of the drainfield line; the upgrade and replacement of the line when such upgrade and/or replacement is warranted; the immediate repair of the line whenever such repair is necessary; and the relocation of the line when and if ever Evergreen Drive is ever reconstructed; and the requirement that the landowners maintain the sign as provided in paragraph 7.
9. The maintenance agreement filed and recorded with the Skamania County Auditor's Office, must be filed as an encumbrance to the above mentioned tax parcels (unless terminated by the Licensor) clearly notifying subsequent purchasers that the conditions of this License shall run as burdens with the properties.
10. If any of the above items are not provided or done within in a reasonable period of time, Skamania County, in addition to its other remedies, shall preform such activities. In the event that the County performs some of the work required by the

Licensee, the Licensee shall fully reimburse the County for all costs incurred by the County in providing this work. These costs shall include but not be limited to labor costs, equipment charges and reimbursement for materials.

11. The Licensee shall comply with all federal, state and local regulations pertaining to hazardous waste and pollutants. The Licensee shall indemnify and hold the Licensor harmless for any liability and agrees to defend Licensor from any suits or actions relating to its activities or omissions arising hereunder.
12. The Licensee is advised that they should include its system in the local area "one call locator service." The Licensee is wholly and solely responsible for any present or future damage to licensor's property as a result of its failure to avail itself of any and all utility locate opportunities.
13. The contractor shall provide an executed contract bond for the full contract amount. This contract bond shall:
 - A. Be on a Contracting Agency-furnished form,
 - B. Be signed by an approved surety (or sureties) that:
 - i. Is registered with the Washington State Insurance Commissioner, and
 - ii. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
 - C. Be conditioned upon the faithful performance of the contract by the Contractor within the prescribed time, and
 - D. Guarantee that the surety shall indemnify, defend, and protect the Contracting Agency against any claim of direct or indirect loss resulting from the failure:
 - i. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform the contract, or
 - ii. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies of provisions for carrying out the work.

SECTION TWO SPECIAL USE COMPLIANCE

The Licensee shall comply with all local, 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.

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.

SECTION FIVE TERMINATION OF LICENSE

This License shall terminate when that portion of the right-of-way of Edgewater Drive where this or a subsequential drainfield line is located, no longer becomes useful for public use and is vacated according to the accepted methods provided by the laws of the State of Washington or by the abandonment of said drainfield line. In the case of the prior situation, an easement shall be entered into with the subsequent landowner of that portion of the vacated right-of-way. As the case of the latter the drainfield line and casing shall be either removed, and the road surface shall be brought up to the preexisting conditions, or the drainfield line must be flushed and then permanently sealed. The casing shall also be permanently sealed.

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 EFFECT OF PARTIES' RIGHTS

Nothing in this agreement shall 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.

SECTION TWELVE
WARRANTIES

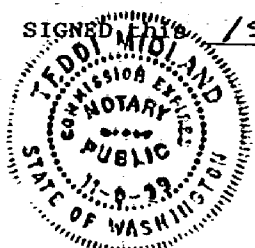
The Licensee warrants that it has the authority to execute this license.

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

SIGNED this 15 day of March, 1999.

by: [Signature] by: [Signature]

SIGNED 15th day of March, 1999.



SKAMANIA COUNTY
BOARD OF COMMISSIONERS

Judya A. Carter
Chairperson 3/22/99

Edward A. Gil
Commissioner 3/22/99

Albert E. McKee
Commissioner 3/22/99

APPROVED AS TO FORM ONLY:

BA
Skamania County Prosecutor

STATE OF WASHINGTON)
County of Skamania) ss.

I certify that I know or have satisfactory evidence that Judya A. Carter, Edward A. McLarney and Albert E. McKee 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: March 22, 1999.



[Signature]
NOTARY PUBLIC, State of Washington
Residing at North Bonneville, WA
My Commission expires 10-31-2000

STATE OF WASHINGTON)
County of Skamania) ss.

I certify that I know or have satisfactory evidence that this is the person who appeared before me, and said person acknowledged that they signed this instrument, on oath stating that they were authorized so to do and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3-15, 1999.

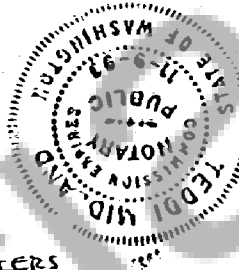
Teddi Medlar
NOTARY PUBLIC, State of Washington
Residing at Stevenson
My commission expires 11-9-99

SIGNED this 17 day of March, 1999.

by: Carl H. Waters

by: _____

STATE OF WASHINGTON)
COUNTY OF SKAMAHIA) ss.



I certify that I know or have satisfactory evidence that CARL H. WATERS is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized so to execute this instrument and acknowledged to be his free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3-17-99

Teddi M. Muller
NOTARY PUBLIC, State of Washington

Residing at Stevenson
My appointments expires 11-9-99