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BOOK 198 PAGE 544

RETURN ADDRESS:

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STEVENSON, WASH.
98646

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Please Print or Type Information.

Document Title(s) or transactions contained therein:

1. LICENSE AND SPECIAL USE PERMIT
- 2.
- 3.
- 4.

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

1. RICHARD J. AND DIANE LANG
- 2.
- 3.
- 4.

☐ Additional Names on page _____ of document.

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

1. DAVID M. AND KATHY L. MCKENZIE
- 2.
- 3.
- 4.

☐ Additional Names on page _____ of document.

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

TAX PARCEL 03-07-36-3-4-0000 SW 1/4, SE 1/4 Sec. 36, T3N, R7E

☐ Additional Names on page _____ of document.

REFERENCE NUMBER(S) Of Documents assigned or released:

☐ Additional Names on page _____ of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

TAX PARCEL 03-07-36-3-4-0000

3-7-36-3-4-0000
4-6-00
JW

☐ Property Tax Parcel ID is not yet assigned.☐ 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 AND SPECIAL USE PERMIT

WHEREAS, pursuant to that certain license agreement dated July __, 1996 (attached), between David M. and Kathy L. McKenzie (McKenzies) and Richard J. and Diane M. Lang (Langs). The McKenzies are required to relocate, at their own cost, an existing waterline crossing the McKenzies' ownership of the western portion of Lots 4, 5 and 6 of Block 1 of the Cascades Addition to the Town of Stevenson, as recorded in Book A of Plats at Page 62 in the Skamania County Auditor's Office, State of Washington; and

WHEREAS, the Langs' ownership is that eastern portion of Lots 4, 5 and 6 of Block 1 of the Cascades Addition to the Town of Stevenson, as recorded in Book A of Plats at Page 62 in the Skamania County Auditor's Office, State of Washington; and

WHEREAS, the McKenzies, and their assigns, pursuant to that contract desire to relocate this waterline and to attach to the residence of the Langs, which will cross the Langs' western portion of Langs' ownership; and

WHEREAS, the McKenzies, and their assigns, will at their own cost tap into the existing City of Stevenson water main along Roselawn Street and assure that the Langs are connected to the city water with equal or greater water service than before; and

WHEREAS, the McKenzies, and their assigns, will at their own cost install a water meter at the southwest corner of the Langs' property to serve Langs' property; and

WHEREAS, the Langs grant to the McKenzies, and their assigns, a license to install a waterline and a water meter upon the Langs' ownership to satisfy the McKenzies' contractual requirement; and

WHEREAS, the waterline is to be relocated on the property owned, occupied and resided upon by the Langs; and

WHEREAS, the waterline is to be installed to meet the minimum requirements by City of Stevenson code; and

WHEREAS, the McKenzies, and their assigns, are responsible for obtaining all of the necessary permits and licenses to perform this work; and

WHEREAS, in the installation of a said waterline, the upmost care is to be taken not to disturb vegetation along the boundary line between the Langs and the McKenzies; and

WHEREAS, in the installation of a said waterline, the upmost care is to be taken not to disturb vegetation along the west side of the Langs' house; and

WHEREAS, the McKenzies, and their assigns, will not disturb the landscape rock boarder along and north of the sidewalk along the Langs' south property line; and

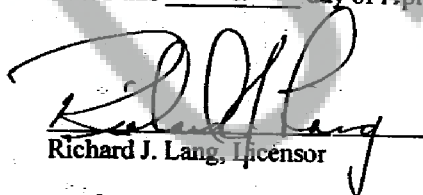
WHEREAS, the McKenzies, and their assigns, will connect the new waterline to the new water meter.

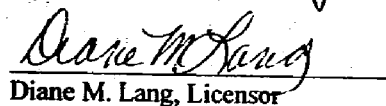
NOW, THEREFORE, Richard and Diane Lang, upon the terms and conditions described below, hereby grants to David and Kathy McKenzie a license to use that portion of land necessary to install a water meter and a waterline.

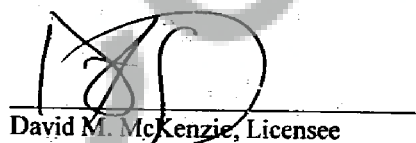
Terms and Conditions of License

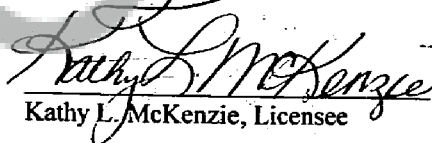
1. The Langs hereby grant to the McKenzies, and their assigns, a license for reinstallation of a water meter and a waterline confined to and area of the Langs' property which is described as: the west 9.50 feet of the south 55.00 feet of Tax Parcel #03-07-36-3-4-4000-00, said tax parcel being the western portion of Lots 4, 5 and 6 of Block 1 of the Cascades Addition EXCEPTING the west 1.50 feet.
2. The McKenzies agrees that they are solely responsible for making whatever repairs that are necessary to bring the contour of the ground to its original shape and that they will obtain all necessary licenses and permits and will comply with all laws, regulations and ordinances.
3. The McKenzies agrees not to move, alter or remove any plants (other than lawn) on the site.
4. The McKenzies agrees not to leave an open ditch or open hole upon the ground over night nor leave any such openings unattended during the non daylight hours.
5. The Langs reserves the right to revoke this license at anytime with 24 hours notice. In any event, this license will expire upon the sooner of the installation of the waterline or April 25, 1998.
6. The McKenzies, and their assigns, will protect, save and hold harmless the Langs from all claims, actions, costs, damages or expenses of any nature whatsoever by reason of the acts or omissions of the McKenzies, their agents, employees and/or assigns, out of or in connection with any acts or activities under by this license.

Dated this 15th day of April, 1998.


Richard J. Lang, Licensor


Diane M. Lang, Licensor


David M. McKenzie, Licensee


Kathy L. McKenzie, Licensee

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss

On this 10th day of April A.D. 1998, before me the undersigned a notary in and for the State of WA duly commissioned and sworn, to me personally appeared _____

RICHARD J. LANG and DIANE M. LANG
to me known to be the individuals described in and who executed the forgoing instrument and acknowledge to me that they signed and sealed said instrument as a free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal the day and year above written

Mary L. McDonnell

Notary Public in and for the State of WA.

Residing at Stevenson. Expires 6/1/00

MARY L. McDONNELL
STATE OF WASHINGTON
NOTARY — PUBLIC
My Commission Expires June 1, 2000

STATE OF WASHINGTON)
COUNTY OF SKAMANIA) ss

On this 10th day of April A.D. 1998, before me the undersigned a notary in and for the State of WA duly commissioned and sworn, to me personally appeared _____

DAVID M. MCKENZIE and KATHY L. MCKENZIE
to me known to be the individuals described in and who executed the forgoing instrument and acknowledge to me that they signed and sealed said instrument as a free and voluntary act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal the day and year above written

Mary L. McDonnell

Notary Public in and for the State of WA.

Residing at Stevenson. Expires 6/1/00

MARY L. McDONNELL
STATE OF WASHINGTON
NOTARY — PUBLIC
My Commission Expires June 1, 2000

LICENSE AGREEMENT

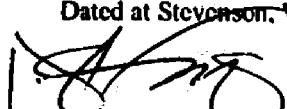
This agreement by and between DAVID M. McKENZIE and KATHY L. McKENZIE, husband and wife, as "Licensor", and RICHARD J. LANG and DIANE LANG, husband and wife, as "Licensees",

WITNESSETH:

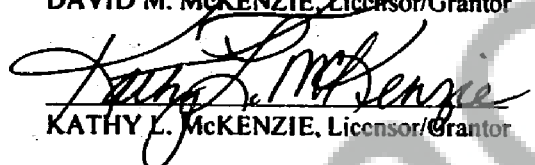
Licensors hereby grant a license to the Licensees to maintain an existing city water distribution line in its present location along the easterly line of the lot known as the "West Lot" a distance of 40 feet, more or less, thence easterly across said West Lot to the residence located on the lot known as the "East Lot", as shown and legally described on the attached "Schedule A" and "Schedule B", and by reference incorporated herein as though fully set forth.

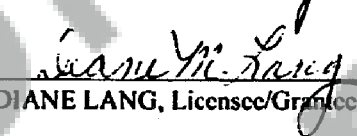
The parties agree that said license is revocable at the option of the grantors, provided that the grantors agree to relocate said waterline at grantor's expense to the easement attendant to the West lot as shown on that certain deed from the Licensors as grantors to the Licensee by grantors bearing even date herewith. Said license shall remain in effect until such relocation and this agreement shall bind the parties, their heirs and assigns.

Dated at Stevenson, Washington, this _____ day of July, 1996.


DAVID M. McKENZIE, Licensor/Grantor


RICHARD J. LANG, Licensee/Grantee


KATHY L. McKENZIE, Licensor/Grantor


DIANE LANG, Licensee/Grantee

RECORDER'S NOTE:
NOT AN ORIGINAL DOCUMENT