

139310

RETURN ADDRESS:

TEDDI MIDLAND
SKAMANIA COUNTY DEPT. OF PUBLIC WORKS
COURTHOUSE ANNEX
P.O.B. 790
STEVENSON, WASHINGTON
98648

BOOK 203 PAGE 205

FILED FOR RECORD
SKAMANIA CO. WASH
BY Jerry Carter

OCT 3 3 59 PM '00

SHUSEE
AUDITOR
GARY H. OLSON

Please Print or Type Information.

Document Title(s) or transactions contained therein:	
1. SPECIAL Right-of-way Use Permit	REAL ESTATE EXCISE TAX
2.	N/A
3.	
4.	
GRANTOR(S) (Last name, first, then first name and initials)	
1. SKAMANIA COUNTY	PAID N/A
2.	W. M. M. M. M.
3.	SKAMANIA COUNTY TREASURER
4.	
☐ Additional Names on page _____ of document.	
GRANTEE(S) (Last name, first, then first name and initials)	
1. CARTER, JERRY	PAID
2. CARTER, MARY LOUISE	OCT - 3 2000
3.	Sandra Wilging
4.	Treasurer
☐ Additional Names on page _____ of document.	
LEGAL DESCRIPTION (Abbreviated: I.E., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)	
SE 1/4 of SECTION 17, TOWNSHIP 3 NORTH, RANGE 8 EAST	
☐ Additional ^{Legal} Names on page 3 of document.	
REFERENCE NUMBER(S) Of Documents assigned or released:	
☐ Additional Names on page _____ of document.	
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER 2110-3-00	
03-08-17-4-0-0802-00	
☐ 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.	

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SKAMANIA COUNTY, WASHINGTON
Road Department

No. 92135-2000

**SPECIAL RIGHT-OF-WAY
USE PERMIT**

Subject to all the terms, conditions, and provisions written or printed below or on any part of this form.

PERMISSION IS HEREBY GRANTED TO Jerry Carter
2191 Wind River Road, Carson, WA 98610

To: Use a portion of the road-right-of-way to aid equipment use and to landscape property.

Conditions of Permit:

1. No plantings shall be on the fill slope. Trees must be at the base of fill and shall also not effect the walking path.
2. Trees limbs shall be trimmed as required by the County Engineer, to prevent them from reaching the edge of the shoulder or hindering the designed use of the path.
3. The conditions shall be recorded with the current owner's property deed. Any exchange in land ownership will convey these conditions to the buyers. If the buyer does not agree to these conditions, seller shall remove the trees from the Right of Way at the seller's expense.
4. If these conditions are not met, and Skamania County has to do the required maintenance, the property owner shall pay Skamania County for all associated costs.
5. In the event the proposed planting interfere with any roadway expansion, the property owner shall remove all the trees effected at their expense.
6. These conditions shall be an encumbrance to tax parcel 03-08-17-4-0-2802-00, as attached deed recorded in Auditor's Office under Volume 77 at Page 981.

IF APPROVAL FROM ANY OTHER DEPARTMENT OR AGENCY IS NECESSARY, IT IS THE RESPONSIBILITY OF THE PARTY OR PARTIES GRANTED THIS PERMIT TO OBTAIN.

All special use shall be in compliance with the specific county and state regulations concerning such usage.

At any time the County finds it necessary to use the road right of way involved, the permittee shall return said right of way to its original configuration within thirty days. The permittee shall in all cases be notified of Special Use Permit termination in writing and such written notice shall specify the needed right of way restoration and timing.

No work shall be done under this permit until the party or parties to whom it is granted shall have communicated with the Skamania County Engineer's Office forth-eight (48) hours prior to the start of construction.

Permittee shall notify the Skamania County Engineer's Office twenty-four (24) hours prior to completion of work for final inspection by the Skamania County Engineer's Office.

Dated at _____ this 3RD day of OCTOBER, 2000

Skamania County Engineer

By: [Signature]

Planning Department Date
Approved for Construction if Applicable

(OVER)

(OVER)

GENERAL PROVISIONS APPLICABLE TO ALL PERMITS

A bond in the amount of \$ _____ is required for the protection of Stannan County as set forth in the terms of the bond.

During the progress of the work such barriers shall be erected and maintained as may be necessary or as may be directed for the protection of the traveling public; the barriers shall be properly lighted at night.

In accepting this permit the petitioner, his successors and assigns, agree to protect Stannan County and save it harmless from all claims, actions or damages of every kind and description which may accrue to or be suffered by any person or persons, corporation or property by reason of the performance of any such work, character of materials used or manner of installation, maintenance and operation or by the improper occupancy of rights of way or public place or public structure, and in case any suit or action is brought against said Stannan County for damages arising out of or by reason of any of the above causes, the petitioner, his successors or assigns will upon notice to him or them of commencement of such action, defend the same at his or their own sole cost and expense and will satisfy any judgment after the said suit or action shall have finally been determined if adverse to Stannan County.

Except as herein authorized, no excavation shall be made or obstacle placed within the limits of a county road in such a manner as to interfere with the travel over said road.

Except as herein authorized, no excavation shall be made or obstacle placed within four (4) feet of the edge of the pavement.

If the work done under this permit interferes in any way with the drainage of the county roads, the grantee shall timely and at his own expense make such provision as the engineer may direct to take care of said drainage.

On completion of said work herein contemplated all rubbish and debris shall be immediately removed and the roadway and roadside shall be left neat and presentable and satisfactory to the engineer.

All of the work herein contemplated shall be done under the supervision and to the satisfaction of the County Road Engineer and the entire expense of said supervision shall be borne by the party or parties to whom this permit is issued.

The County Commissioners hereby reserve the right to order the change of location or the removal of any structure or structures authorized by this permit at any time, said change or removal to be made at the sole expense of the party or parties to whom this permit is issued, or their successors and assigns.

All such changes, reconstruction or relocation by the grantee shall be done in such manner as will cause the least interference with any of the county's work and Stannan County shall in no wise be held liable for any damage to the grantee by reason of any such work by Stannan County, its agents or representatives, or by the exercise of any rights by the County upon the roads, streets, public places or structures in question.

This permit or privilege shall not be deemed or held to be an exclusive one and shall not prohibit the County from granting other permits or franchise rights of like or other nature to other public or private utilities, nor shall it prevent the County 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.

The County Commissioners may revoke, amend, change, amend, amplify, or terminate this permit or any of the conditions herein enumerated if grantee fails to comply with any or all of its provisions, requirements or regulations as herein set forth or thru willful or unreasonable neglect, fails to heed or comply with notices given or if the utility herein granted is not installed or operated and maintained in conformity herewith or at all or for any cause or reason whatsoever.

The party or parties to whom this permit is issued shall maintain at his or their sole expense the structure or object for which this permit is granted in a condition satisfactory to the County Road Engineer.

In accepting this permit the grantee, his successors and assigns, agree that any damage or injury done to the property of the grantee or any expense incurred by him through the operation of a contractor, working for the County or of any County employee shall be the sole expense of the grantee, his successors or assigns.

the undersigned, hereby accept this permit subject to the terms and conditions as herein set forth.

Dated this _____ day of OCT 3 2000

Jimmy Carter
Mary Carter

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90426

Filed for Record at Request of

NAME Jerry Carter

ADDRESS P. O. Box 327

CITY AND STATE Carson, Washington 98610



BOOK 77 PAGE 73
SAFECO TITLE INSURANCE COMPANY

THIS SPACE RESERVED FOR RECORDERS USE
STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE WITHIN

INSTRUMENT OR INSTRUMENTS FILED BY

Jerry Carter

OF Carson, WA

AT High & Thacker St

WAS RECORDED IN BOOK 77

OF Page 73

RECORDS OF SKAMANIA COUNTY, WASH.

M. P. Todd

COUNTY AUDITOR

P. B. Leach

STATUTORY
WARRANTY DEED

THE GRANTORS RAY IRVIN and VIRGINIA L. IRVIN, husband and wife,

for and in consideration of Eight Hundred and No/100 (\$800.00) Dollars

in hand paid, covenants and warrants to JERRY CARTER and MARY LOUISE CARTER,
husband and wife,

the following described real estate, situated in the County of Skamania, State of
Washington:

A tract of land located in the Southeast Quarter (SE $\frac{1}{4}$)
of Section 17, T. 3 N., R. 8 E. W. M., described as follows:
Commencing at the southwest corner of the Southeast Quarter (SE $\frac{1}{4}$)
of Section 17, Township 3 North, Range 8 E. W. M.; thence north 01°
18' 56" east along the west line of said SE $\frac{1}{4}$ 716.8 feet; thence
south 89° 34' 17" east parallel to the south line of said SE $\frac{1}{4}$ 664.5
feet; thence north 01° 18' 56" east parallel to the west line of
said SE $\frac{1}{4}$ 1,126.53 feet to the point of beginning; thence continuing
north 01° 18' 56" east 231.17 feet to the westerly right-of-way of
State Highway 5-C and a 5,654.59 foot radius curve to the right the
tangent of which at that point bears south 24° 37' 36" east; thence
around said 5,654.59 foot radius curve to the right a distance of
254.42 feet to a point which bears south 89° 29' 49" east from the
point of beginning; thence north 88° 39' 49" west 106.12 feet to
the point of beginning; said tract containing 0.3 acres, more or 73 $\frac{1}{2}$
less.

INDEXED	CON
SUBJECT	
RECORDED	
COMPALED	
SALES	

Dated March 12th, 19 90

Ray Irvin
(Individual)
Virginia L. Irvin
(Individual)

90426



TRANSACTION EXCISE TAX

MAR 15 1990

Amount of \$800.00

By Skamania County Treasurer
(Secretary)

STATE OF WASHINGTON
COUNTY OF SKAMANIA

On this day personally appeared before me RAY IRVIN
and VIRGINIA L. IRVIN, husband and wife,

to me known to be the individual(s) described in and who
executed the within and foregoing instrument, and acknowl-
edged that they
signed the same as thick
free and voluntary act and deed, for the uses and purposes
 therein stated.

STATE OF WASHINGTON
COUNTY OF

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and
for the State of Washington, duly commissioned and sworn,
personally appeared _____

and _____
to me known to be the _____ President
and _____ Secretary, respectively, of
the corporation that executed the foregoing instrument, and