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BOOK 225 PAGE 593

FILED FOR RECORD
SKAMANIA CO. WASH
BY *Sta Co Commissioners*

JUN 19 4 52 PM '02

Lowry
AUDITOR

J. MICHAEL GARVISON

Return Address:

Skamania County Commissioners
PO Box 790
Stevenson, WA 98648

Document Title(s) or transactions contained herein:

1. License Agreement

GRANTOR(S) (Last name, first name, middle initial)

1. Skamania County

☐ Additional names on page _____ of document.

GRANTEE(S) (Last name, first name, middle initial)

1. Waters, Timothy J. & Kaeli S.
2. Waters, James T. & Debra K.

☐ Additional names on page _____ of document.

LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter, Quarter)

SW 1/4, NW 1/4, Section 36, T3N, R7E, WM.

☐ Complete legal on page 7 & 8 of document.

REFERENCE NUMBER(S) of Documents assigned or released:

☐ Additional numbers on page _____ of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

03-07-36-2-0-1900 and 03-07-36-2-0-1100 *hr*

☐ Property Tax Parcel ID is not yet assigned

☐ Additional parcel numbers 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.

08

LICENSE AGREEMENT
SPECIAL RIGHT-OF-WAY USE PERMIT
MAPLE WAY ROAD, COUNTY ROAD NO. 20600

This agreement is made and entered into this 10th day of June, 2002, by and between SKAMANIA COUNTY, hereinafter referred to as "Licensor", and TIMOTHY J. WATERS and KAELE S. WATERS owners of Tax Parcel 03-07-36-2-0-1900 and JAMES T. WATERS and DEBRA K. WATERS owners of Tax Parcel 03-07-36-2-0-1100 hereinafter referred to as "Licensees", and its assigns.

WHEREAS, the Licensor owns road right-of-way known as Maple Way Road (Co. road No. 20600) in the Southwest 1/4 of the Northwest 1/4 of Section 36, Township 3 North, Range 7 East, WM., Skamania County, Washington, and

WHEREAS, the Licensees have requested use of certain delineated portions of said Right-of-Way for the purposes of installing and maintaining a waterline.

NOW, THEREFORE, In consideration of the mutual benefits and obligations set forth in this agreement and for the sum of \$1.00, the parties hereby agree as follows:

SECTION ONE
GRANT OF LICENSE

The Licensor hereby grants to Licensees, owners of Tax Parcel 03-07-36-2-0-1900 and Tax Parcel 03-07-36-2-0-1100, as further described in the attached EXHIBIT A and EXHIBIT B, a license to use various portions of its Right-of-Way as follows:

1. To install and maintain a waterline within the County's right-of-way running along and between the westerly right-of-way line and the western shoulder of Maple Way Road between Mile Post 0.13L and Mile Post 0.41L, and crossing Maple Way Road at approximately Mile Post 0.13.
2. Prior to any construction, the Licensees shall provide to the Licensor, for the Licensor's approval, a project design. This project design must describe the material to be used, including the waterline and method of construction and include a schematic drawing of the design. The plan must also describe how the Licensees plan to address 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 utility standards for shoulder and hard surface requirements.
3. All work done under this License Agreement within the County's right-of-way shall be done under Skamania County's Special Right-of-Way Use Permit and shall conform to the County Road Department standards for the installation of utilities. All work performed within the county right-of-way shall be performed by a licensed contractor and shall be covered by at least a \$1,000,000 liability insurance naming the county as additionally insured.

4. After the Licensees install the waterline, the Licensees shall return the road to at least as good a condition as it was before the beginning of the project, as determined by the County Engineer. The total project, including restoration of the original road, shall solely be completed within ten (10) days from the start of construction.
5. Prior to the construction, the Licensees shall provide to the Licensor for the Licensor's approval, a traffic control plan. The Licensees shall be solely responsible for providing 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 PUD, and other affected utility companies a copy of the "as-located" drawing.
7. The Licensees shall, within two (2) weeks of the completion of the project, erect and maintain sufficient and adequate signs to mark the location of the waterline crossing Maple Way Road. The Licensee shall also be responsible for maintaining the signs routinely and regularly so they are clearly visible from the center of the road. The markers are to be made of a durable all weather material depicting the waterline's location and to be permanently attached to a steel "T" fence post. The posts shall be placed on each right-of-way line at the intersection point of a projection of the waterline as it crosses the road. At the top of the sign the word "NOTICE" shall be bold and of a sufficient height for legibility from the centerline of the paved surface of Maple Way Road. The Licensee shall stipulate a plan for the signing to be free of obstruction and visible from the road surface at all times.
8. The Licensees shall file this License Agreement with the County Auditor's Office and ensure that this License Agreement is filed in a manner so as to provide notice to subsequent entered holders of Tax Parcels 03-07-36-2-0-1100 and 03-07-36-2-0-1900 of the terms of this License Agreement.
9. The licensees shall further have the exclusive responsibility to maintain the waterline running along and across Maple Way Road. The Licensees shall upgrade and replace the waterline when such upgrade and/or replacement is warranted; the immediate repair of the line whenever such repair is necessary; and the relocation of the waterline when and if ever Maple Way Road is ever reconstructed; and the requirement that the landowners maintain the signs as provided in paragraph 7.
10. If any of the above items are not provided or done within a reasonable period of time, Skamania County, in addition to its other remedies, may at its sole discretion, perform such activities. In the event that the County performs some of the work required by the Licensees, the Licensees 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 Licensees shall comply with all federal, state and local regulations pertaining to hazardous waste and pollutants. The Licensees shall be responsible for all injuries and damages caused by their use of this license and the Licensor 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. The Licensees shall further indemnify the county from any claims made by the Licensees' (or its contractor's) employees and shall require its contractors to waive their immunity under the State Industrial Act to the extent that an employee makes a claim against the County for injuries that have occurred while on the job site.
12. The Licensees are advised that they should include its system in the local area "one call locator service." The Licensees are 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 or provisions for carrying out the work.

**SECTION TWO
SPECIAL USE COMPLIANCE**

The Licensees shall comply with all local, county, state and federal laws and regulations concerning such usage, shall be responsible to obtain the necessary permits and approvals.

**SECTION THREE
DURATION OF LICENSE**

This License shall begin upon the execution hereof and shall continue until terminated as provided in this License Agreement.

**SECTION FOUR
INDEMNIFICATION OF LICENSOR**

The Licensees 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**

The Licensor may terminate this License at anytime and for any reason with advance ninety (90) days written notice.

**SECTION SIX
CONSTRUCTION/INSPECTION**

The Licensees 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 Licensees 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 others, nor shall it prevent the Licensor from using any of its roads, streets, or public places, or affect its right to fully supervise and control all or any part of them.

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

**SECTION TEN
ENTIRE AGREEMENT / MERGER**

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 ELEVEN
WARRANTIES**

The Licensees warrant that they have the authority to execute this license.

SECTION TWELVE

This license agreement is not intended to define the rights and or responsibilities between the Licensees. This License does not grant any water rights to any party nor is this agreement intended to benefit any third parties.

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

by: James T. Walter by: Debra K. White
SIGNED this 16 day of May, 2002.

by: Timothy J. Waters by: Kaeli S. Waters

SIGNED this 16 day of May, 2002.

SKAMANIA COUNTY
BOARD OF COMMISSIONERS

[Signature]
Chairperson

[Signature]
Commissioner

Albert E. McKee
Commissioner

APPROVED AS TO FORM ONLY:

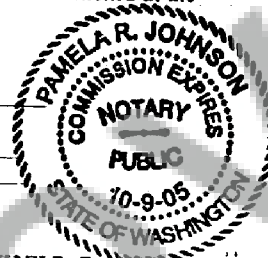
BX
Skamania County Prosecutor

STATE OF WASHINGTON)
) ss.
County of Skamania)

I certify that I know or have satisfactory evidence that L.W. Quinn, R.M. Talent, 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: June 10, 2002.

Pamela R. Johnson
NOTARY PUBLIC, State of Washington
Residing at Casson
My Commission expires 10/9/05



STATE OF WASHINGTON)
) ss.
County of Skamania)

I certify that I know or have satisfactory evidence that are Timothy J. Waters and Kaeli S. Waters and James T. Waters and Debra K. Waters xx the persons who appeared before me, and said person acknowledged that he signed this instrument, on oath stating that he was 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: May 16, 2002.

Shirley A. Little
NOTARY PUBLIC, State of Washington
Residing at Casson
My commission expires 08/17/03



BOOK 225 PAGE 600

129161

BOOK 168 PAGE 910

FILED FOR RECORD
SKAMANIA CO. WASH
BY SKAMANIA CO. REC.

SEP 9 10 52 AM '97

Poling
AUDITOR
GARY M. OLSON

AFTER RECORDING MAIL TO:

Name:

Address: PO Box 863

City/State: Stevenson, WA 98648

SEP 21 1997

Statutory Warranty Deed

THE GRANTOR *of* JOHN J. NIX, deceased
JOHN M. NIX, Personal Representative



First American Title
Insurance Company

for and in consideration of TEN DOLLARS AND OTHER VALUABLE
CONSIDERATION

in hand paid, conveys and warrants to TIMOTHY J. WATERS and
KAELE S. WATERS, husband and
wife

the following described real estate, situated in the County of Skamania

State of Washington:

Lot 3 of the E.C. Hove Orchard Home Tracts, according to the recorded plat thereof,
recorded in book A of Plats, Page 77, in the County of Skamania, State of
Washington.

EXCEPT that portion conveyed to the Town of Stevenson, recorded April 17, 1946 in
Book 32, Page 37.

REAL ESTATE EXCISE TAX
19010

SEP - 9 1997

PAID 1536.00
LEAH K. OLSON
SKAMANIA COUNTY TREASURER

Gary M. Olson, Skamania County Assessor

Date 9/9/97 Parcel # 2-1-36-2-1900

Assessor's Property Tax Parcel/Account Numbers: 03-07-36-2-0-1900-00

Dated September 7, 1997

John M. Nix
John M. Nix, Personal Representative

LPB-10 (11/96)

129304

BOOK 169 PAGE 313
 FILED FOR RECORD
 SKAMANIA CO. WASH
 BY SKAMANIA REC-770
 SEP 23 4 23 PM '97
 A. Miller
 AUDITOR
 GARY M. OLSON

AFTER RECORDING MAIL TO:

Name JOHN & MARIE WATERS
 Address PO Box 905
 City/State CHASCO WA 98610

Quit Chain-Deed

THE GRANTOR

JOHN H. & MARIE WATERS

for and in consideration of

LOVE AFFECTION

conveys and quit claims to

JIM & LEBBIE WATERS

the following described real estate, situated in the County of SKAMANIA, State of Washington,
 together with all after acquired title of the grantor(s) therein:

All that portion of Lot Six (6) of IGMAZ WACHTER SUB-DIVISION in the West half of the Northwest quarter of Section Thirty-six (36), Township Three (3) North, Range 7 East of the Willamette Meridian, according to the official plat thereof on file and of record in the office of the Auditor of Skamania County, Washington, lying Southerly of the County Road extending in an Easterly and Westerly direction across said Lot 6; EXCEPT that portion thereof which lies within the 300 foot strip of land acquired by the United States of America for the Bonneville Power Administration's electric power lines.

Gary M. Olson, Skamania County Auditor
 Date 9/97 Page 5-7-96-2-100

Assessor's Property Tax Parcel/Account Number(s): 03 07 36 20 100 00Dated August 13, 1997REAL ESTATE EXCISE TAX: 19043

SEP 23 1997

John H. Waters
Marie Waters

PAID in full

By Gary M. Olson
 By SKAMANIA COUNTY TREASURER

LPB-12 (11/96)