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Return Address:

City of Stevenson
PO Box 371
Stevenson, WA 98648

Sussman Shank LLP

SP 0 0 7 1 1 1 0 0 0
Polinsky

HOLD HARMLESS AGREEMENT

Reference numbers of related documents: none

Grantor:

1. John Cochran dba Cochran Investment Company

Grantee:

1. City of Stevenson, Washington
2. Wallis Engineering, PLLC
3. KH2A Engineering, Inc.
4. Joel K. Dean PE

Legal Description:

1. (Abbreviated) Lots 29, 30, 31, 32 of Block 6, Skamania County, Washington
2. (Full) Full legal description of the parcel described in abbreviated form above is described on page 2.

Assessor's Tax Parcel No.: 2-7-1-1-1-1000

Street Address: 180 SW Second Street

Return to:
City of Stevenson
PO Box 371
Stevenson, WA 98648

HOLD HARMLESS AGREEMENT

THIS AGREEMENT made this 31 day of July, 2003 between the City of Stevenson, Skamania County, Washington ("City"), Wallis Engineering, KH2A Engineering, and Joel K. Dean PE, herein collectively referred to as "Contractor," and JOHN COCHRAN, dba Cochran Investment Company, herein called "Owner." A legal description of Owner's property subject to this Agreement as described below:

Lots 29, 30, 31, 32 of Block 6 of the Town of Stevenson as recorded in the records of Skamania County Auditor, Book A of Plats, page 11.

Tax Parcel: 2-7-1-1-1-1000

Physical Address: 180 SW Second Street

WHEREAS, The City of Stevenson has contracted with Wallis Engineering for structural engineering services related to the SR 14/Second Street Couplet Upgrade renovation project; Wallis Engineering subcontracted with Design Edge Services, Inc., for a portion of the work, which was completed by KH2A Engineering, Inc., and Joel K. Dean, P.E. served as engineer for both Design Edge Services, Inc. and KH2A Engineering, Inc.

WHEREAS, Construction work performed required that temporary interior basement wall bracing be designed and installed in certain buildings located in the City of Stevenson, including the Owner's building;

WHEREAS, The Contractor designed the interior basement bracing solely as a temporary measure for the duration of construction, and did not design the interior basement bracing with the knowledge or intent of it serving as permanent bracing or otherwise remaining in place after completion of construction.

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WHEREAS, The "Bracing Details At Existing Basement Walls," Drawing S4 and related documents prepared in performance of the Contractor's contract with the City ("Contract") provide for removal of bracing, sleeves, anchors, all thread connectors, and struts (collectively "Bracing") after road and sidewalk construction have been completed and all construction equipment has been removed from the site;

WHEREAS, The Owner, who has temporary Bracing, has requested that the Contractor leave the interior basement Bracing in place after completion of construction;

WHEREAS, The Owner agrees to accept all risks that are in any way associated with the Bracing and release the Contractor from all claims demands and damages in exchange for the right to continue to use the temporary interior basement bracing as provided herein;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants, promises and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, City, Contractor and Owner agree as follows:

SECTION I
Modification of Contract to Provide for
Construction Bracing to Not Be Removed

The "Bracing Details At Existing Basement Walls" Drawing S4 and related documents prepared pursuant to the Contract provide for removal of bracing, sleeves anchors and all thread connectors after road and sidewalk construction have been completed and all of the construction equipment has been removed from the site. Contractor and City, at the behest of City, hereby modify the Contract provisions to provide that the bracing, sleeves, anchors all thread connectors, and struts (the "Bracing") need not be removed. City hereby permits Owner to continue to use the Bracing after completion of construction work on the condition that the Owner accepts the terms contained herein.

SECTION II
No Warranties Created by this Agreement

The Contractor designed the Bracing solely as a temporary measure during construction, and did not design the Bracing with knowledge or intent of it serving as permanent bracing or otherwise remaining in place after completion of construction. The Contractor has not been requested nor compensated by Owner, City or otherwise to assess the appropriateness of the Bracing remaining in place after completion of construction or the risks associated with the Bracing remaining in place after

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completion of construction. The Contractor makes no warranties or representations whatsoever regarding the adequacy, inadequacy, protection, detriment, or risks of any kind, to persons or property, of leaving the Bracing in place after completion of construction. The continued use of said Bracing in no way creates any special duties between the Owner or City and Contractor, and Owner and City agree that they have in no way relied on any information from Contractor in making their determination as to whether to continue using said Bracing.

SECTION III

Completion of Construction

For purposes of the Agreement, "completion of construction" shall be deemed to be July 7, 2003. Not later than July 15, 2003, the City shall conduct an inspection of the Owner's premises for the purposes of identifying and damages caused by the construction as related to this agreement. (It is understood that additional road related work still needs to be completed that includes landscaping, façade replacement, and kiosk construction. Owner's signature on this document does not release any claim for damages occurring after July 7, 2003, unrelated to the bracing.) In the event the City or Owner identifies any damage caused by construction, they shall notify Contractor within 10 days and allow Contractor the right of inspection and the right to review all preconstruction inspections and reports. Not later than July 25, 2003, the City and Owner shall either (1) execute a statement of no damage, or (2) agree to a plan and schedule for repair of any damage.

SECTION IV

Waiver, Release, Defense and Indemnification

Except for damages occurring in the course of construction and identified in Section III, Owner hereby waives and releases City and Contractor from all claims for damages or any legal or equitable relief of any kind whatsoever, including but not limited to property damages, loss of use, diminution in value, personal injury or death, and attorneys' fees and costs, arising from or related to the Bracing remaining in place after the completion of construction.

Owner shall indemnify City and Contractor against any and all claims for damages or any legal or equitable relief of any kind whatsoever including, but not limited to property damage, loss of use, diminution in value, personal injury or death, and attorneys' fees and costs, resulting or arising from the use of Bracing after completion of construction.

City waives and releases Contractor from all claims for damages or any legal or equitable relief of any kind whatsoever, including, but not limited to, property damages, loss of use, diminution in value, personal injury or death, indemnity, or contribution, and attorneys' and costs, arising from, or related to, the Bracing remaining in place after completion of construction.

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In addition, the Owner shall defend and hold harmless the City and Contractor from any such claim at the Owner's sole expense. In the event the Owner fails to effectively defend Contractor and/or fails to indemnify Contractor, the City shall defend and indemnify the Contractor. Said indemnification shall continue regardless of any changes in use, occupancy or subsequent modifications or construction to the building.

SECTION V **Binding Effect**

This Agreement shall be binding on the heirs, assigns and successors of the parties to this Agreement and shall create a covenant that runs with the land to bind subsequent Owners. This Agreement shall be recorded in the real property records of Skamania County, Washington.

SECTION VI **Entire Agreement/Waiver**

This Agreement contains the final and entire understanding between Contractor, City and Owner with respect to the subject matter of Bracing remaining in place after completion of construction, and is intended to be an integration of all prior negotiation, understandings and agreements. City, Contractor and Owner shall not be bound by any terms, conditions, statements, warranties, or representations not contained in this Agreement. No change or modification of this Agreement shall be valid unless it is in writing and is signed by all affected parties.

SECTION VII **Authority to Execute**

Each person executing this Agreement on behalf of City, Owner and Contractor respectively warrants his or her authority to do so.

Executed this 31 day of July, 2003.

OWNER

John W. Cochran
By:

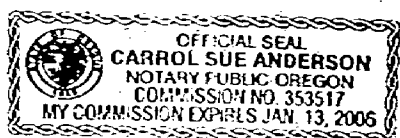
[Add spouse if Owners or if community property]

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STATE OF Oregon)
County of Harold River) ss.

I certify that I know or have satisfactory evidence that John Cochran is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: July 31, 2003



Carol Sue Anderson
(Signature)

Notary
Title

My Appointment Expires: Jan 13, 2006

CITY OF STEVENSON

[Signature]
By: David M. McKenzie, Mayor
City of Stevenson

STATE OF WASHINGTON)
County of Skamania) ss.

I certify that I know or have satisfactory evidence that David M. McKenzie is the person who appeared before me, and said person acknowledged that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Stevenson to be the free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: July 5, 2003

Mary Ann Cole
(Signature)

Notary
Title

My Appointment Expires: 7-26-06

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CONTRACTORS

Wallis Engineering, PLLC

By: _____

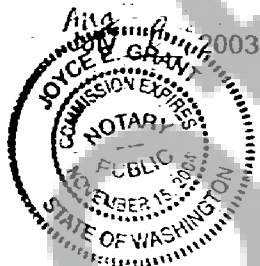
STATE OF WASHINGTON)

County of Clark) ss.

I certify that I know or have satisfactory evidence that Robert C. Wallis is the person who appeared before me, and said person acknowledged that he was authorized to execute the instrument and

acknowledged it as the president of Wallis Engineering, PLLC to be the free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____



Joyce E. Grant
(Signature)
Notary
Title

My Appointment Expires: 11-15-04

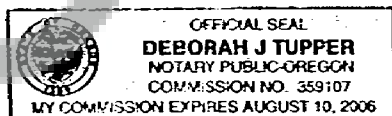
KH2A Engineering Inc.

By: Daniel L. Hodgin
Daniel L. Hodgin

STATE OF OREGON)

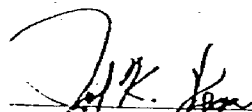
County of Multnomah) ss.

This instrument was acknowledged before me on August 25, 2003 by Daniel L. Hodgin as secretary of HK2A Engineering, Inc.



Deborah J. Tupper
Notary Public for Oregon
My Commission Expires: 8-10-06

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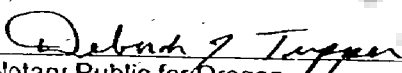

Joel K. Dean, P.E.

STATE OF OREGON

County of Multnomah

)
) ss.
)

This instrument was acknowledged before me on ^{August} ~~July~~ 25, 2003 by
Joel K. Dean, P.E.


Notary Public for Oregon
My Commission Expires: 8-10-06

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