

151614

BOOK 256 PAGE 271

FILED
SEP 21 1962
BOCC/Steinman County
SEP 21 1962

Dec 31 10 29 AM '03

31 10 29 11
O'Leary

J. Allen

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. Swigert Prindle Trust

☐ Additional names on page _____ of document.

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

Section 26 of Township 3 North, Range 7 East, W.M.

☒ Complete legal on page 7 of document.

REFERENCE NUMBER(S) of Documents assigned or released:

☐ Additional numbers on page _____ of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

01-05-11-1-0-1101

☐ 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.

LICENSE AGREEMENT
SPECIAL RIGHT-OF-WAY USE PERMIT
ERNEST LANE, COUNTY ROAD NO. 11600

This agreement is made and entered into this 29th day of December, 2003, by and between SKAMANIA COUNTY, hereinafter referred to as "Licensor", and the SWIGERT PRINDLE TRUST created by the Trust Agreement dated January 21, 1961, owner of Tax Parcel 01-05-11-1-0-1300, Tax Parcel 01-05-11-1-0-2400 and Tax Parcel 01-05-11-1-0-1101 hereinafter referred to as "Licensee", and its assigns.

WHEREAS, the Licensor administers public road rights-of-way known as Ernest Lane (County Road. No. 11600) and Prindle Road (County Road. No. 10080) 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 Licensee has requested use of certain delineated portions of said Rights-of-Way for the purposes of maintaining a previously installed waterline.

NOW, THEREFORE, In consideration of the mutual benefits and obligations set forth in this agreement and for the sum of \$10.00, the receipt of which is hereby acknowledged by the Licensor, the parties hereby agree as follows:

SECTION ONE
GRANT OF LICENSE

The Licensor hereby grants to Licensee, owner of Tax Parcel 01-05-11-1-0-1101, as further described in the attached EXHIBIT A, a license to use various portions of its Rights-of-Way as follows:

1. To install maintain a waterline within the County's right-of-way running along and between the easterly right-of-way line and the eastern shoulder of Ernest Lane between Mile Post 0.00 and Mile Post 0.05, and crossing Prindle Road at approximately Mile Post 0.20.
2. The Licensee has provided to the Licensor, a project design. This project design describes the material to be used, including the waterline and method of construction and include a schematic drawing of the design. The plan describes how the Licensee plans 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 meets utility standards for shoulder and hard surface requirements.
3. Within two (2) weeks of the completion of the project, the Licensee provided the Skamania County Engineer's Office, the PUD, and other affected utility companies a copy of the "as-located" drawing.

4. The Licensee erected and will maintain sufficient and adequate signage to mark the location of the waterline crossing Prindle Road. The Licensee shall also be responsible for routine maintenance of the signs 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 printed in bold print and be of a sufficient height for legibility from the centerline of the paved surface of Prindle Road. The Licensee shall prepare a plan acceptable to the Licensee for the signage to be free of obstruction, and to remain visible from the road surface at all times.
5. The Licensee 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 owners of Tax Parcel 01-05-11-1-0-1101 of the terms of this License Agreement.
6. The Licensee shall further have the exclusive responsibility to maintain the waterline running along Ernest Lane and across Prindle Road. The Licensee shall upgrade and replace the waterline if, and 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, Prindle Road is ever reconstructed. Licensees shall give 24 hours notice to the Skamania County Engineer's Office prior to the start of any maintenance which would require groundbreaking. In the event of emergency repair or maintenance the Skamania County Engineer's Office shall be notified as soon as practicable. If any of the above items are not performed 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 any of the work required by the Licensee, the Licensee shall fully reimburse the County for all costs incurred by the County in performing this work. These costs shall include, but not be limited to, labor costs, equipment charges and reimbursement for materials.
7. The Licensee shall comply with all federal, state and local regulations pertaining to hazardous waste and pollutants. The Licensee shall be responsible for all injuries and/or damages caused by its use of this License Agreement and the Licensee shall indemnify and hold the Licensor harmless from any liability and agrees to defend Licensor from any suits or actions relating to its activities or omissions arising hereunder. The Licensee shall further indemnify and hold harmless the County from any claims made by the Licensee, its contractor's and/or employees and shall require its contractors to waive their immunity under the State Industrial Act to the extent that an employee may make a claim against the County for injuries that have occurred while on the job site.

8. The Licensee acknowledges being advised that it 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 administered public rights-of-way as a result of its failure to notify all utility locate services of the "as built" plan for this waterline.

SECTION TWO SPECIAL USE COMPLIANCE

The Licensee shall comply with all local, county, state and federal laws and regulations concerning water lines, and shall be responsible for obtaining all 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 Licensee shall indemnify and hold Licensor harmless against all claims for damages to the subject rights-of-way or injury to third persons resulting from or arising out of the use of this License Agreement.

SECTION FIVE TERMINATION OF LICENSE

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

SECTION SIX INSPECTION

The Licensee has notified the Skamania County Engineer's Office of 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 license, 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 Rights-of-Way, nor does it guarantee that it has the authority to grant this License Agreement. 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 that 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
ENTIRE AGREEMENT/APPLICABLE LAW/VENUE**

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. This agreement shall be interpreted under the laws of the State of Washington. Venue in any dispute will be in Skamania County, Washington..

**SECTION ELEVEN
WARRANTIES**

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

SECTION TWELVE

This License Agreement does not grant any water rights to any party nor is this agreement intended to benefit any third parties. In the event legal action is taken to enforce the terms of this agreement, in addition to any other rights herein, the prevailing party will be awarded reasonable attorneys fees and all costs against the other party.

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

by: Swigert Prindle Trust by: Henry T. Swigert, TR

SIGNED this 16 day of June, 2003.

by: _____ by: _____

SIGNED this 29th day of December, 2003.

SKAMANIA COUNTY
BOARD OF COMMISSIONERS

[Signature]
Chairperson

[Signature]
Commissioner

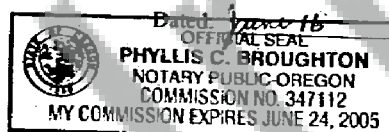
[Signature]
Commissioner

APPROVED AS TO FORM ONLY:

[Signature]
Skamania County Prosecutor

OREGON
STATE OF WASHINGTON)
MULT) ss.
County of Skamania)

I certify that I know or have satisfactory evidence that Henry J. Swigert, and 15 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.



Phyllis C. Broughton
NOTARY PUBLIC, State of ~~Washington~~ OREGON
Residing at Portland Oregon
My Commission expires June 24, 2005

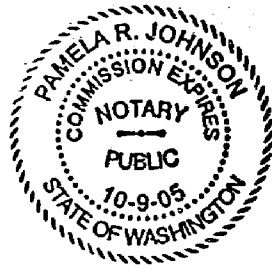
STATE OF WASHINGTON)
) ss.
County of Skamania)

I certify that I know or have satisfactory evidence that Robert M. Talent, Lawrence W. Quinn, 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 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Dec 29, 2003.

Pamela R. Johnson



NOTARY PUBLIC, State of Washington
Residing at Carson
My commission expires 10/9/05

140227

BOOK 206 PAGE 192

EXHIBIT AFILED FOR RECORD
SKAMANIA CO. WASH.
BY SKAMANIA CO. TITLE

JAN 29 4 44 PM '01

P. Olson
AUDITOR
GARY H. OLSON**AFTER RECORDING MAIL TO:**Name Swigert Prindle Trust
Address 12 Swigert Road
City/State Washouli WA 98671
502 23598**Statutory Warranty Deed**

THE GRANTOR BONNIE WILSON, a single person

for and in consideration of TEN DOLLARS AND ANY OTHER
VALUABLE CONSIDERATIONSin hand paid, conveys and warrants to NANNIE SWIGERT WARREN,
ERNEST C. SWIGERT, HENRY T. SWIGERT AND ELIZABETH
SWIGERT SNOW AS TRUSTEES UNDER THE SWIGERT PRINDLE
TRUST AGREEMENT DATED JANUARY 21, 1961,
the following described real estate, situated in the County of Skamania, State of Washington:
Lots 13, 14, 15 and 16 Block "A" TOWNSITE OF PRINDLE, according to the Plat
thereof, recorded in Book "A" Page 28, Skamania County Plat Records, in the
County of Skamania, State of Washington.**SPECIAL EXCEPTIONS:**

- 1 Restriction against manufacture or sale of liquors, including the terms and provisions thereof, reserved in deed from E.H. Prindle et. ux., to Alex Kuskit, recorded February 20, 1911 in Book N, Page 80, Skamania County Deed Records. (Affects Lot 14)
- 2 Reservation of easement and right of way for water pipeline, including the terms and provisions thereof, as contained in Deed from Carolyn M. Bajema, to Eddie T. Hogan, recorded January 8 1975, in Book 68 Page 89, Auditors file No. 78595, Skamania County Deed Records.

Assessor's Property Tax Parcel/Account Number(s): 01-05-11-1-0-1101-00

Dated January 29 19 2001Bonnie Wilson
Bonnie Wilson

Gary H. Martin, Skamania County Assessor

Date 1-29-01 Parcel # 1-5-11-1-111