

Doc # 2006161852
Page 1 of 7
Date: 06/06/2006 01:52P
Filed by: PUBLIC WORKS
Filed & Recorded in Official Records
of SKAMANIA COUNTY
J. MICHAEL GARVISON
AUDITOR
Fee: \$38.00

Return Address:

Skamania County Commissioners
PO Box 790
Stevenson, WA 98648

| |
|---|
| <i>Document Title(s) or transactions contained herein:</i> 1. License Agreement |
| <i>GRANTOR(S) (Last name, first name, middle initial)</i> 1. Skamania County <input type="checkbox"/> Additional names on page _____ of document. |
| <i>GRANTEE(S) (Last name, first name, middle initial)</i> 1. Carson Mineral Hot Springs, LLC <input type="checkbox"/> Additional names on page _____ of document. |
| <i>LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)</i> Section 21, Township 3 North, Range 8 East, W.M. <input checked="" type="checkbox"/> Complete legal on page 3 of document. |
| <i>REFERENCE NUMBER(S) of Documents assigned or released:</i> <input type="checkbox"/> Additional numbers on page _____ of document. |
| <i>ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER</i> 03-08-21-0-0-0200 ^{G.S.} <i>ad</i> <input type="checkbox"/> Property Tax Parcel ID is not yet assigned <input type="checkbox"/> 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

This agreement is made and entered this 5th day of June, 2006, by **CARSON MINERAL HOT SPRINGS, LLC. WA. LIMITED LIABILITY CO.**, hereinafter referred to as "Licensor", and **SKAMANIA COUNTY, A WASHINGTON MUNICIPAL CORPORATION**, hereinafter referred to as "Licensee", and its assigns, agents, contractors, licenses, and invitees.

SECTION ONE RECITALS

WHEREAS, the Licensor possesses real property described as Tax Parcel 03-08-21-0-0-0200 in Section 21 Township 3 North, Range 8 East, WM., Skamania County, Washington and more particularly described and set out in Book 147, Page 914, Deed Records of the Skamania County Auditor.

WHEREAS, the Licensor has, on Tax Parcel 03-08-21-0-0-0200, a private road known as St. Martin's Springs Road (private).

WHEREAS, the Licensor is responsible for the maintenance of a certain culvert on said St. Martin's Springs Road (private).

WHEREAS, the Licensee, in any emergency situation and when Licensor is unable to maintain the needed free flow through said culvert, requests to enter upon Tax Parcel 03-08-21-0-0-0200 to perform whatever activity necessary to insure said culvert is cleaned and is able to function up to its full capacity.

NOW, THEREFORE, in consideration of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

SECTION TWO GRANT OF LICENSE

The Licensor hereby grants to Licensee the right to enter upon the Licensor's real property in an emergency to perform whatever activity necessary to insure the culvert on the portion of Tax Parcel 03-08-21-0-0-0200 described in Section Three **LEGAL DESCRIPTION** is cleaned and able to function upto its full capacity.

SECTION THREE LEGAL DESCRIPTION

The purpose of this description is to depict the portion of vacated St. Martin's Springs Road, County Road No. 20580 in Section 21, Township 3 North, Range 8 East, WM., Skamania County, Washington to be licensed to Skamania County for emergency access to a culvert crossing St. Martin's Springs Road (private) and is more particularly described as:

Thirty (30) feet on each side of the centerline of the portion of St. Martin's Springs Road (private) in Section 21, Township 3 North, Range 8 East, WM., Skamania County, Washington the True Point of Beginning being a point on the centerline of St. Martin's Springs Road, County Road No. 20580, Mile Post 0.24 (end), which also is denoted on Skamania County Engineer's Drawing 5-9.0-A0.00 as being Station 6+33.60 as shown; thence continuing along the centerline as shown on said Skamania County Engineer's Drawing 5-9.0-A0.00, 55.74 feet to station 6+89.34 depicted on said Skamania County Engineer's Drawing 5-9.0-A0.00 and the terminus of this described line.

SECTION FOUR CONSIDERATION

1. The Licensor grants this license to Licensee with recognition that Licensor is fully responsible for maintenance of said culvert.
2. The Licensee promises to perform necessary work to keep subject culvert functional only when Licensor is not able to perform the required work to keep said culvert functional during a major storm event.
3. The Licensee promises to contact Licensor when it is determined by the Licensee it is essential to enter said real property to maintain said culvert.

SECTION FIVE SPECIAL USE COMPLIANCE

The Licensee shall comply with all local, county, state and federal laws and regulation concerning such agreement.

SECTION SIX DURATION OF LICENSE

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

SECTION SEVEN INDEMNIFICATION OF LICENSE

The Licensee 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 property by the Licensee.

SECTION EIGHT TERMINATION OF LICENSE

This License shall terminate upon ninety (90) days advance written notice by either party to the other. The Licensee agrees to return the properties to their original condition within ninety (90) day of being so notified, unless otherwise agreed in writing by the Licensor. The Licensor further reserves the right to immediately revoke the License anytime, without notice, if the Licensee violates any portion of this Agreement.

SECTION NINE CONSTRUCTION / INSPECTION

The Licensee shall not begin work under this agreement without first notifying the Licensor before the start of any construction. The Licensee shall further agree to allow Licensor to oversee the operation.

SECTION TEN AFFECT OF PARTIES RIGHTS

Nothing in this agreement shall be deemed or held to be an exclusive one. The Licensee agrees to assume any and all liability arising out of use of this License and/or and activities hereunder, including any omissions, and will, by the acceptance of this License agreement, hold Licensor harmless for any liability whatsoever and will defend Licensor from any and all suits or actions relating to Licensees use of the License.

SECTION ELEVEN INTERFERENCE

The Licensee shall not engage in any activities, which will interfere with the Licensor's right to travel over the driveways. The Licensee further agrees not to interfere with Licensor's right of ingress and egress except as required to maintain the culvert in an emergency.

SECTION TWELVE ENTIRE AGREEMENT

This License represents the entire agreement and understanding of the parties and cannot be altered or modified except upon the mutual written consent to the parties.

Unofficial
Copy

DATED: This 30th day of November, 2004.


GENERAL MANAGER
CARSON MINERAL HOT SPRINGS, LLC.
WA. LIMITED LIABILITY CO.


STATE OF Washington)
COUNTY OF Skamania) ss.

On this day personally appeared before me William W. Sims

to me known to be the individuals described in and who executed the within and foregoing instrument,
and acknowledged that He signed the same as above free and voluntary
act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 30 day of November, 2004.

LORI J. ELLIOTT
NOTARY PUBLIC
STATE OF WASHINGTON
My Commission Expires
DECEMBER 15, 2005


Notary Public in and for the State of Washington,

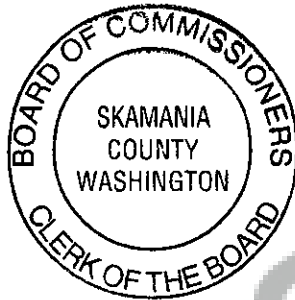
residing at Stevenson
My commission expires December 15, 2005

DOC # 2006161852
Page 6 of 7

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

DATED: This 5th day of June, 2004.

SEAL



BOARD OF COUNTY COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON

[Signature]

Chairperson

[Signature]

Commissioner

[Signature]

Commissioner

ATTEST:

[Signature]
Clerk of the Board

APPROVED AS TO FORM ONLY:

[Signature]
Skamania County Prosecuting Attorney