

Doc # 2006162818  
Page 1 of 7  
Date: 08/30/2006 01:43P  
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. Meyers, Timothy and Alice 2. West, David and Glenda  <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 36, Township 4 North, Range 7 ½ East, W.M.  <input type="checkbox"/> Complete legal on page _____ of document. Not applicable
<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>  04-75-36-0-0-1402 04-75-36-0-0-1403  <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

LOUTHER, COUNTY ROAD NO. 23410

This agreement is made and entered into this 16<sup>th</sup> day of August, 2006, by and between SKAMANIA COUNTY, hereinafter referred to as "Licensor", and TIMOTHY P. MEYERS and ALICE M. MEYERS, and DAVID L. WEST and GLENDA L. WEST hereinafter referred to as "Licensees", and its assigns.

WHEREAS, the Licensor possesses a County Road Right-of-Way on Louther Road (Co. Rd. No. 23410) in Section 36 Township 4 North, Range 7.5 East, WM., Skamania County, Washington, and

WHEREAS, the Licensee has requested use of certain delineated portions of said Right-of-Way for the purposes of installing and maintaining a water line.

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

## SECTION ONE GRANT OF LICENSE

The Licensor hereby grants to Licensee the following privileges to use various portions of its Right-of-Way as follows:

To install and maintain a water line along Louther Road, Mile Post 0.00 to Mile Post 0.19, located on the east side with a service line crossing Louther Road at approximate Mile Post 0.19.

Prior to any construction, the Licensee shall provide to the Licensor for the Licensor's approval, a project design addressing the material used, the method of construction, and the process crossing the roadway. The plan must also deal with the issue of regular road maintenance. The project design shall meet the following minimum standards: three foot deep, casing to be rigid pipe designed to facilitate repair and/or efficient removal of the water line at the road crossing.

All work done under this License Agreement within county right-of-way shall be done under Skamania County Right-of-Way Permit and shall conform to the County Road Department standards for utilities installation. All work preformed within the county right-of-way shall be preformed by a licensed contractor and shall be covered by 1,000,000 dollar liability insurance naming Skamania County as additional insured.

After the Licensee installs the water line, the Licensee shall return the road to at least as good a condition as it was in prior to the beginning of the project, as solely determined by the County Engineer. All work, including restoration of the original road, shall be done within ten (10) days from the start of construction.

Prior to the construction, the Licensee shall provide to the Licensor for the Licensor's approval, a traffic control plan. The Licensee shall be solely responsible to provide all the flagging, signs or other items necessary to properly and safely install and/or maintain the water line.

Within two (2) weeks of the completion of the project, the Licensee shall provide the Skamania County Engineer's Office, the P.U.D., and other affected utility companies a copy of the as-built drawing.

The Licensee shall, within two (2) weeks of the completion of the project, erect and maintain sufficient and adequate signs to mark the location of the water line crossing the road way. The Licensee shall also be responsible to routinely and regularly maintain the signs so they are clearly visible from the center of the road. The markers are to be made of a durable all weather sign depicting the water line's location and to be permanently attached to a steel "T" fence post and placed on each right-of-way line at the intersection point of a projected line of the casing. At the top of the sign the word "NOTICE" shall be bold and the letters to be of a sufficient height for legibility from the centerline of the paved surface of Louthier Road. The Licensee shall stipulate a plan for the signing to be free of obstruction and visible from the road surface at all times.

Licensee shall provide to the Licensor for the Licensor's approval, a written License Agreement, which shall be recorded in the Skamania County Auditor's Office, denoting that the landowners of Tax Parcels 04-75-36-0-0-1402 and 04-75-36-0-0-1403 have the responsibility of maintaining the water line and encasement running across Louthier Road. This License Agreement will include but not be limited to provisions relating to the periodic and regular clean out of the water line; the upgrade and replacement of the water line when such upgrade and/or replacement is warranted; the immediate repair of the water line whenever such repair is necessary; and the relocation of the water line when and if ever Louthier Road is ever reconstructed; and the requirement that the landowners maintain the signs as provided in paragraph 7.

The License Agreement filed and recorded with the Skamania County Auditor's Office must be filed as an encumbrance to the above mentioned tax parcels (unless terminated by the Licensor) clearly notifying subsequent purchasers that the conditions of this License shall run as burdens with the properties.

1. If any of the above items are not provided or done within in a reasonable period of time, Skamania County, in addition to its other remedies, shall perform such activities. In the event that the County performs some of the work required by the Licensee, the Licensee 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.

2. The Licensee shall comply with all federal, state and local regulations pertaining to hazardous waste and pollutants. The Licensee 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.

3. The Licensee is advised that they 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 property as a result of its failure to avail itself of any and all utility locate opportunities.

## SECTION TWO SPECIAL USE COMPLIANCE

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

## SECTION THREE DURATION OF LICENSE

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

## SECTION FOUR INDEMNIFICATION OF LICENSOR

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 properties.

## SECTION FIVE TERMINATION OF LICENSE

This License shall terminate when that portion of the right-of-way of Louther Road where this or a subsequent water line is located, no longer becomes useful for public use and is vacated according to the accepted methods provided by the laws of the State of Washington or by the abandonment of said water line. In the case of the prior situation, an easement shall be entered into with the subsequent landowner of that portion of the vacated right-of-way.

## SECTION SIX CONSTRUCTION/INSPECTION

The Licensee 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 Licensee

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 other public or private utilities, nor shall it prevent the Licensor 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.

#### 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 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, which 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 MERGER

This License and/or privilege shall not be deemed or held to be an exclusive one and shall not prohibit the Licensor from granting other permits, licenses, or permission to others, nor shall it prevent Licensor from using any of its property.

#### SECTION ELEVEN 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 of the parties.

#### SECTION TWELVE WARRANTIES

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

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

SIGNED this 16<sup>th</sup> day of August, 2006.

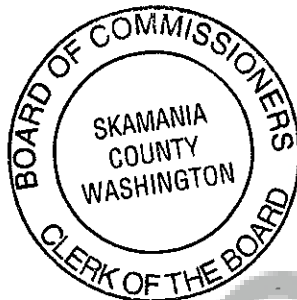
by: [Signature]

by: Devin M. Nguyen

by: Dave Wood

by: Glenn L. West

SIGNED this 17 day of AUGUST, 2006.



ATTEST:

Pamela Johnson  
Clerk of the Board

SKAMANIA COUNTY  
BOARD OF COMMISSIONERS

[Signature]  
Chairperson

[Signature]  
Commissioner

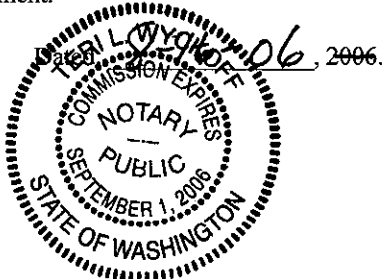
Albert E. M. Lee  
Commissioner

APPROVED AS TO FORM ONLY:

[Signature]  
Skamania County Prosecutor

STATE OF WASHINGTON )  
 ) ss.  
County of Skamania )

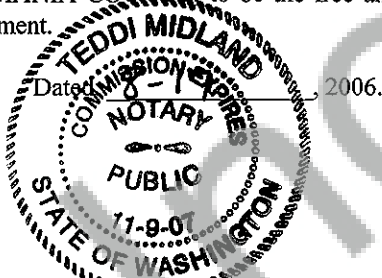
I certify that I know or have satisfactory evidence that Tim Meyers Alice Meyers  
\_\_\_\_\_, are the persons who appeared before me, and said persons acknowledged that they signed this  
instrument, on oath stating that they were authorized so to do and acknowledged it as the Board of Commissioners of  
SKAMANIA COUNTY, to be the free and voluntary act of such party for the uses and purposes mentioned in the  
instrument.



[Signature]  
NOTARY PUBLIC, State of Washington  
Residing at STEVENSON  
My Commission expires 9-1-06

STATE OF WASHINGTON )  
 ) ss.  
County of Skamania )

I certify that I know or have satisfactory evidence that Dave West Glenda L West  
\_\_\_\_\_, 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.

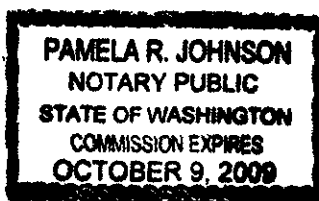


[Signature]  
NOTARY PUBLIC, State of Washington  
Residing at Stewenson  
My Commission expires 11-9-07

STATE OF WASHINGTON )  
 ) ss.  
County of Skamania )

I certify that I know or have satisfactory evidence that Paul Pearce Jim Richardson and  
Albert E. Mekee, 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: 8/29, 2006.



[Signature]  
NOTARY PUBLIC, State of Washington  
Residing at Carson  
My Commission expires 10/9/09