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Page 1 of 6
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of SKAMANIA COUNTY
SKAMANIA COUNTY AUDITOR
J MICHAEL GARVISON
Fee: \$37.00

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. Price, James and Patricia 2. <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 25, Township 3 North, Range 7 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> 03-07-25-1-0-0501-00 <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

SPECIAL RIGHT-OF-WAY USE PERMIT

Roley Road, County Road No. 23070

This agreement is made and entered into this second day of August 2006, by and between SKAMANIA COUNTY, hereinafter referred to as "Licensor", and James and Patricia Price, owners of Tax Parcel 03-07-25-1-0-050100, hereinafter referred to as "Licensees", and its assigns.

WHEREAS, the Licensor administers public road rights-of-way known as Roley Road, No. 23070, in the Northeast 1/4 of Section 25, Township 3 North, Range 7 East, WM., Skamania County, Washington, and

WHEREAS, the Licensees have requested use of certain delineated portions of said Rights-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 03-07-25-1-0-050100, as further described in the attached EXHIBIT A, a license to use various portions of its Rights-of-Way as follows:

1. To install and maintain a waterline within the County's right-of-way running along and between the northernly right-of-way line and the northern shoulder of Roley Rd. between Mile Post 0.05 and Mile Post 0.02, and crossing Roley Rd. at approximately Mile Post 0.20. ~~0.02.~~
2. 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. 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.
4. 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 Roley 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 waterlines

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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 be and of a sufficient height for legibility from the centerline of the paved surface of Roley Rd. The Licensee shall stipulate a plan for the signing to be free of obstruction and visible from the road surface at all times.

5. 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 Parcel 03-07-25-1-0-050100 of the terms of this License Agreement.
6. The Licensees shall further have the exclusive responsibility to maintain the waterline running along and across Roley 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 Roley Road is ever reconstructed; and the requirement that the landowners maintain the signs as provided in paragraph 5. Licensees shall notify Skamania County Engineer's Office 24 hours notice before the start of any maintenance that requires groundbreaking. In the event of emergency repair or maintenance the Skamania County Engineer's Office shall be notified immediately.
7. 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.
8. 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 Agreement 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.

9. 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 administered public rights-of-way as a result of its failure to avail itself of any and all utility locate opportunities.

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 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 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

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prohibit the Licenser from granting other permits or franchise rights of like or other nature to others, nor shall it prevent the Licenser 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 Licenser 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 Licensees assumes all of the risk relating to the ownership of this property and agrees to indemnify and defend the Licenser 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 Licenser 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.

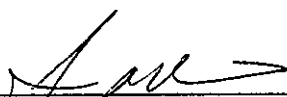
SECTION ELEVEN WARRANTIES

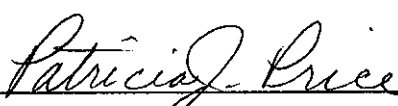
The Licensees warrant that they have the authority to execute this License Agreement.

SECTION TWELVE

This License Agreement is not intended to define the rights and or responsibilities between the Licensees. This License Agreement 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: 

by: 

SIGNED this _____ day of _____, 2002⁶

by: _____ by: _____

SIGNED this 19th day of September, 2002⁶

SKAMANIA COUNTY
BOARD OF COMMISSIONERS

Jim Richardson
Chairperson

APPROVED AS TO FORM ONLY:

[Signature]
Skamania County Prosecutor

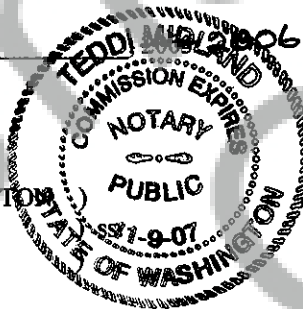
Commissioner

Albert E. McKee
Commissioner

STATE OF WASHINGTON)
) ss.
County of Skamania)

I certify that I know or have satisfactory evidence that James Price, and Patricia Price, 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: 8-4

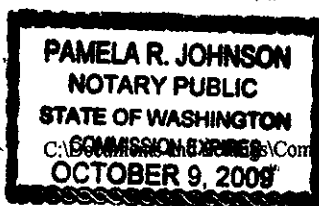


Teddi Midland
NOTARY PUBLIC, State of Washington
Residing at Stevenson
My Commission expires 1-9-07

STATE OF WASHINGTON)
County of Skamania)

I certify that I know or have satisfactory evidence that Jim Richardson and Albert E McKee, are the persons who appeared before me, and said persons 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: Sept 19, 2002⁶



Pamela R. Johnson
NOTARY PUBLIC, State of Washington
Residing at Carson
My commission expires 10/9/09