

WHEN RECORDED RETURN TO: Bradley W. Andersen Landerholm, P.S. PO Box 1086 Vancouver, WA 98666
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DOCUMENT TITLE(S) *License Agreement*

REFERENCE NUMBER(S) of Documents assigned or released:
<input type="checkbox"/> Additional numbers on page ____ of document. GRANTOR(S): Joseph and Diane Birkenfeld
<input type="checkbox"/> Additional names on page ____ of document. GRANTEE(S): Stanley and Laural Barber
<input type="checkbox"/> Additional names on page ____ of document. LEGAL DESCRIPTION (Abbreviated: i.e. Lot, Block, Plat or Section, Township, Range, Quarter): See Exhibits A and B attached
<input type="checkbox"/> Complete legal on page ____ of document. TAX PARCEL NUMBER(S): 02070110270000; 02070110240000
<input type="checkbox"/> Additional parcel numbers on page ____ of document. The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

FILED FOR RECORDING AT REQUEST OF:

Bradley W. Andersen

WHEN RECORDED RETURN TO:

Bradley W. Andersen
Landerholm, P.S.
PO Box 1086
Vancouver, WA 98666

LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") is made as of this 28 day of October, 2014 ("Effective Date"), between JOSEPH AND DIANE BIRKENFELD, Husband and Wife (hereafter "Licensor") and STANLEY AND LAURAL BARBER, AS TRUSTEES OF THE BARBER REVOCABLE TRUST (hereafter "Licensee").

RECITALS

- A. Whereas, the Licensor owns certain real property commonly known as Tax Parcel 02070110270000 located in Skamania County, Washington and legally described in Exhibit A, attached hereto and incorporated herein ("Licensor's Property").
- B. Whereas, the Licensee owns certain real property commonly known as 371 SW State Highway 14, located in Skamania County, Washington and legally described in Exhibit B, attached hereto and incorporated herein ("Licensee's Property").
- C. Whereas, the Licensor and the Licensee's Property are adjoining parcels that partially share a common east/west border.
- D. Whereas, the Licensor's Property is currently unimproved but may be improved in the future.
- E. Whereas, the Licensee's Property is improved with several commercial businesses.

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- F. Whereas, Licensee has, with the Licensors permission, used a portion of the Licensors property to provide ingress and egress to their Property.
- G. Whereas the parties wish to memorialize the Licensees past and future permissive use of the Licensors Property by entering into this License Agreement.
- H. The parties therefore agree to be bound by the terms of this Agreement.

AGREEMENT

Wherefore, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN, the parties agree as follows:

- A. **Grant of License.** Licensors hereby grants the Licensee a revocable license to use and maintain that portion of the Licensors property that is currently being used to provide ingress and egress to the Licensees Property. This License is revocable at any time upon the Licensors providing the Licensee thirty (30) days written notice.
- B. **Indemnification:** Licensee agrees to indemnify and hold the Licensors harmless from any and all liability related to the Licensors, or any of its agents, guests, invitees, employees, tenants or other occupants' use of the Licensors Property.
- C. **Complete Agreement.** This Agreement constitutes the entire, final and complete agreement of the parties pertaining to the subject matter of this Agreement, and supersedes and replaces all other written and oral agreements or understandings heretofore made or existing by and between the parties or their representatives concerning the subject matter of this Agreement. No party hereto shall be bound by any promises, representations or agreements except as are expressly set forth herein.
- D. **Binding on Future Owners.** The rights and obligations associated with this Agreement shall be binding on the heirs, successors and assigns of the parties hereto to the same extent as they are on the parties themselves.
- E. **Attorney Fees.** If any suit, action, or proceeding is instituted in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court or alternative authority may adjudge reasonable as attorney fees, regardless of whether the same were incurred prior to trial, in the trial court or on appeal.
- F. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the state of ~~Oregon~~ *Washington*.

G. **Severability.** If any portion of this Agreement shall be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.

H. **Agreement may be Recorded.** Licensors may, in their sole discretion, record this Agreement with the County Auditor, but failure to record this document will not affect its enforceability.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

LICENSOR:

Joseph Birkenfeld
JOSEPH BIRKENFELD

Diane M Birkenfeld
DIANE BIRKENFELD

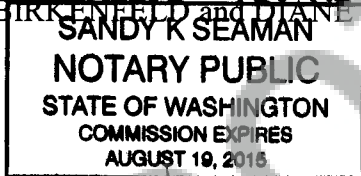
LICENSEE:

Stanley Barber
STANLEY BARBER

Laurel Barber
LAURAL BARBER

STATE OF Washington)
) ss.
County of Skamania)

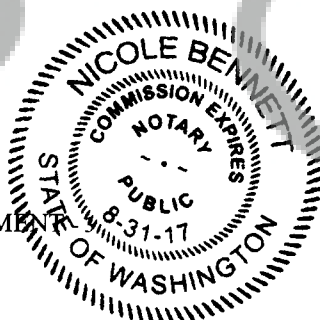
This record was acknowledged before me on this 24 day of Nov, 2014 by JOSEPH BIRKENFELD and DIANE BIRKENFELD.



Sandy K Seaman
Notary Public for Skamania County WA.
My commission expires: 8/19/15

STATE OF Washington)
) ss.
County of Skamania)

This record was acknowledged before me on this 28 day of October, 2014 by STANLEY BARBER and LAURAL BARBER.



Nicole Bennett
Notary Public for Oregon Washington
My commission expires: August 31 2017
Nicole Bennett / Resides Hillsboro, WA

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EXHIBIT A

(Birkenfeld Property)

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EXHIBIT A

PARCEL I:

All that portion of the following described parcels of land lying on the Northerly side of State Road No. 8 (Evergreen Highway) right of way, commencing 6.35 chains North and 4.55 chains West of the Southeast corner of Lot 6, Section 1, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, running; thence North (Var. 22° 15' East) 266 feet; thence West 361.4 feet; thence South 538.0 feet more or less, to the Northwestern right of way line of the Spokane, Portland and Seattle Railway Company; thence North 53° East 453.2 feet along the said Northwestern line of the Spokane, Portland and Seattle Railway Company's right of way to the point of beginning.

ALSO the following: Commencing at the Northwest corner of the last described tract above, running thence North 50° West 515.0 feet, more or less, to a point of intersection with the West line of Lot 9, Section 1, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington; thence North 20 feet along said West line of said Lot 9; thence South 50° East 548.0 feet, more or less, to the North line of the last above described tract of land; thence West along said North line of said tract of land last above described 20 feet to the place of beginning, being a strip of land 16 feet in width;

Commencing at a point 853 feet South and 661.8 feet West of the intersection of the West line of Shepard Donation Land Claim in Skamania County, Washington, with the North line of Section 1, Township 2 North, Range 7 East of the Willamette Meridian, being the Northwest corner of that certain 3.46 acre tract above described; thence North 50° West 470.0 feet, more or less, along the Southwesterly line of that certain 16 foot strip of land hereinabove described, to an intersection with the West line of Lot 9, Section 1, Township 2 North, Range 7 East of the Willamette Meridian; thence South along said West line of Lot 9 to the North line of the Daniel Baughman D.L.C. No. 42; thence East along said North line of the Daniel Baughman D.L.C. No. 42 to the most Westerly angle point of the Spokane, Portland

and Seattle Railway Company's right of way in Lot 6, Section 1, Township 2 North, Range 7 East of the Willamette Meridian; thence North 52°12' East along said railroad right of way line to a point due South of the Point of Beginning, being also the southwesterly corner of that certain 3.46 acre tract above described; thence North along said West line of said 3.46 acre tract to the point of beginning.

PARCEL II:

A tract of land lying within the boundaries of the Daniel Baughman D.L.C. in Section 1, Township 2 North, Range 7 East of the Willamette Meridian, more particularly described as follows:

A tract of land lying Westerly of the center of the channel of Rock Creek, and Southerly of the North line of the said Daniel Baughman D.L.C., and Easterly of the West bank of the Westerly outlet of Rock Creek, and Northerly of the Spokane, Portland and Seattle Railway Company's right of way;

EXCEPTING right of way for State Highway No. 8 as presently located and established.

EXHIBIT B

(Barber Property)

Unofficial
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EXHIBIT B

A TRACT OF LAND IN SECTION 1, TOWNSHIP 2 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH BOUNDARY LINE OF SECOND STREET IN THE TOWN OF STEVENSON WHICH IS SOUTH 600 FEET (MEAS. SOUTH $00^{\circ}50'54''$ WEST, 602.42') AND NORTH $89^{\circ}14'$ WEST 413 FEET (MEAS. NORTH $88^{\circ}23'48''$ WEST 413.00') FROM THE INTERSECTION OF THE WEST LINE OF THE HENRY SHEPARD D.L.C. AND THE NORTH LINE OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN; THENCE SOUTH 159 FEET (MEAS. SOUTH $00^{\circ}50'54''$ WEST, 159.99'); THENCE SOUTH $89^{\circ}14'$ EAST 53 FEET (MEAS. SOUTH $88^{\circ}23'48''$ EAST, 53.00'); THENCE SOUTH (MEAS. SOUTH $00^{\circ}50'54''$ WEST, 72.37') TO THE NORTHERLY RIGHT-OF-WAY LINE OF PRIMARY STATE HIGHWAY NO. 8; THENCE FOLLOWING THE NORTHERLY RIGHT-OF-WAY LINE SAID HIGHWAY NORTHEASTERLY TO A POINT DUE SOUTH OF A POINT SOUTH 602.2 FEET (MEAS. SOUTH $00^{\circ}50'54''$ WEST, 602.42') AND NORTH $89^{\circ}06'$ WEST 260 FEET (MEAS. NORTH $88^{\circ}23'48''$ WEST, 260.00') FROM THE INTERSECTION OF THE WEST LINE OF SAID SHEPARD D.L.C. AND THE NORTH LINE OF THE SAID SECTION 1; THENCE NORTH (MEAS. NORTH $00^{\circ}50'54''$ EAST) TO A POINT 110 FEET SOUTH OF THE SOUTH BOUNDARY LINE OF SECOND STREET; THENCE WEST 50 FEET (MEAS. NORTH $88^{\circ}23'48''$ WEST, 50.00'); THENCE NORTH 10 FEET (MEAS. NORTH $00^{\circ}50'54''$ EAST, 10.00'); THENCE WEST 50 FEET (MEAS. NORTH $88^{\circ}23'48''$ WEST, 50.00'); THENCE NORTH 100 FEET (MEAS. NORTH $00^{\circ}50'54''$ EAST, 100.00') TO THE SOUTH BOUNDARY LINE OF SECOND STREET, SAID POINT BEING SOUTH 602.2 FEET (MEAS. SOUTH $00^{\circ}50'54''$ WEST, 602.42') AND NORTH $89^{\circ}06'$ WEST 360 FEET (MEAS. NORTH $88^{\circ}23'48''$ WEST, 360.00') FROM THE INTERSECTION OF THE WEST LINE OF THE SAID SHEPARD D.L.C. AND THE NORTH LINE OF THE SAID SECTION 1; THENCE WEST (MEAS. NORTH $88^{\circ}23'48''$ WEST) FOLLOWING THE SOUTH BOUNDARY LINE OF SECOND STREET 53 FEET (MEAS. 53.00') TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION CONVEYED TO DANIEL L. LILLEGARD AND JUDIE A. LILLEGARD, HUSBAND AND WIFE, IN BOOK 77 OF DEEDS AT PAGE 65, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF SECOND STREET 602 FEET SOUTH (MEAS. SOUTH 00°50'54" WEST, 602.42') AND 260 FEET NORTH 89°06' WEST (MEAS. NORTH 88°23'48" WEST 260.00') OF THE INTERSECTION OF THE WEST LINE OF THE HENRY SHEPARD D.L.C., WITH THE NORTH LINE OF SAID SECTION 1; THENCE SOUTH 110 FEET (MEAS. SOUTH 00°50'54" WEST, 110.00') TO THE TRUE POINT OF BEGINNING; THENCE WEST 18 FEET (MEAS. NORTH 88°23'48" WEST, 18.00'); THENCE SOUTH 34 FEET (MEAS. SOUTH 00°50'54" WEST, 34.61') TO THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 14 (PRIMARY STATE HIGHWAY NO. 8); THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY TO A POINT DUE SOUTH (MEAS. SOUTH 00°50'54" WEST) OF THE TRUE POINT OF BEGINNING; THENCE NORTH (MEAS. NORTH 00°50'54" EAST) TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT:

A TRACT OF LAND LOCATED IN THE NORTH HALF OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 7 EAST, WILLAMETTE MERIDIAN, COUNTY OF SKAMANIA AND STATE OF WAHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE HENRY SHEPARD D.L.C. WITH THE NORTH LINE OF SAID SECTION 1; THENCE SOUTH 00°50'54" WEST, 602.42 FEET ALONG THE WEST LINE OF SAID HENRY SHEPARD D.L.C. TO THE SOUTHERLY EXTENSION OF THE SOUTH RIGHT-OF-WAY OF SECOND STREET; THENCE NORTH 88°23'48" WEST, 310.00 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY OF SECOND STREET; THENCE SOUTH 00°50'54" WEST, 100.00 FEET ALONG THE WEST LINE OF THAT CERTAIN TRACT DESCRIBED TO LAURAL L. BARBER AND STANLEY L. BARBER, TRUSTEES OF THE BARBER REVOCABLE LIVING TRUST, RECORDED MARCH 6, 2006, IN AUDITORS FILE NO. 2006160759 TO THE SOUTHEAST CORNER THEREOF AND THE POINT OF BEGINNING; THENCE CONTINUING ON THE EXTENSION THEREOF SOUTH 00°50'54" WEST, 10.00 FEET; THENCE SOUTH 88°23'48" EAST, 32.00 FEET; THENCE SOUTH 00°50'54" WEST, 34.61 FEET MORE OR LESS TO THE NORTHERLY RIGHT OF WAY OF STATE ROUTE 14; THENCE SOUTHWESTERLY ALONG A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1960.00 FEET; THENCE SOUTHWESTERLY, ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF 0°11'47", AN ARC LENGTH OF 6.34 FEET, A CHORD THAT BEARS SOUTH 46°13'59" WEST, 6.34 FEET; THENCE NORTH 81°33'40" WEST, 47.03 FEET; THENCE NORTH 34°15'00" WEST, 53.68 FEET TO THE SOUTHWEST CORNER OF SAID BARBER TRACT; THENCE SOUTH 88°23'06" EAST, 50.00 FEET ALONG THE SOUTH LINE OF SAID BARBER TRACT, BACK TO THE POINT OF BEGINNING.