On Jane 29, 1995, the Grantor, Thomas O. Managhan Trust, for and in consideration of the sum of One Dollar (\$1), together with other good and valuable confideration, hereby grants to face Licensee, Skamania County, a revocable license for the purpose of placing cock in a drainage succe of the Grantor's property, which is located in the Northeant Ometer of Section 25, Township & North, Range 8 East, of the Willamette Meridian, Skamania County Washington (the "Property").

This License is given to allow the Licen and its assists or agents to extreme property to place rock, at Licensee's sole expense, to repair damage caused by flooding, and as reduce the potential of any further damage caused by water export. The fill moverial used in this construction and repair will be native rock of varying sizes (subject to the prior acrowed at Grandott free of contamination as hereinafter provided.

In conjunction with the grant of this Revocable License, Greator and License specifically acknowledge and agree as follows:

- Licensee shall conduct all operations in a part and workmanlike manner and so us to minimize any interference with Granton's use of the property or damage done thereto. Licensee shall submit a plan for placement of the rock not less than five (5) days before any operations say begun, and Granton shall have the right to review the plan in advance. Haview of the plan will neither constitute acceptance of the plan, nor create liability for Granton. Licensee shall then comply with the terms of the plan so submitted. The plan shall be complicted, without interruption, within one hundred eighty (180) days of commencement of work.
- Licensee shall not use any fill material which is contamined with any Hazardous Material, and shall indemnity defend, and hold Grantor hat aless in the event of any breach hereof. The term "Hazardous Material" as used herein shall meanway hazardous or tox a substance, material of waste, including, but not limited to, those substances. The part of the event of any perfect on the United States Lawlroamental Protection Hazardous Material 1840e (40 CM 186 and 1860), by the United States Lawlroamental Protection Agency at Hazardous furbances (40 CM 2011), by the United amendments thereto, petroleum products, or other state of places, material, and wastes that are or become regulated under any applicable occil, state, or instances, for purposes of his paragraph 2, the term "Hazardous Substance" organs any substance, resident, resident is waste, instanding oil or materials which are now or in the future subject to any server measts regulation; the term "Hazardous Substance Laws" means all federal state, and focal laws sading oce, regulations, and Hazardous Substance.
- 3. Upon apmoletica of the work set out in the plan or total enton of this license as herein provided, License shall restore all rows and other projects of species or parts of the property License is granted; all or licensee's sole expense.

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Licensee shall indemnify, defend, and hold Granter harmless from any and all liability, loss, damage, claims, demands, costs, expenses, or causes of action, resulting from or arising in concertion with Licensee's exercise of the rights granted pursuant to this License, and this obligation shall survive any termination of this Licensee. Licensee shall indemnify, defend, and hold Granter, red Granter's successors and assigns, harmless from any and all claims, judgments, damages, 1 walties, tines, costs, liabilities, or losses (including, without limitation, diminution it: value of the Property, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Property, dumages arising from any adverse impact on marketing of space and sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees) which arise during or after the term of this Revocable License as a result of contamination by Hazardous Substances as a result of Licensec's use or activities, or of Licensee's agents or contractors. This indemnification of Grantor by Licensee shall include, without limitation, all costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Substances present in the soil and ground water on or under the Property. Without limiting the foregoing, if the presence of any Hazardous Substances on the Property caused or pescuitted by Licensee or its agents or contractors results in any contamination of the Property, Licensee shall promptly take all actions at its sole expense as are necessary to return the Property to the condition existing prior to the release of any such Hazardous Substances, provided that Grantor's approval of such cleanup activity shall be first obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Property.

- In the event of a default under this Agreement, the defaulting party shall reimburse the non defaulting party for all costs and expenses reasonably incurred by the non defaulting party in connection with the default, including without limitation attorney fees, and whether or not a suit is filed. In case litigation is instituted, including any bankruptcy or arbitration proceeding rising directly or indirectly out of this Agreement, the losing party shall pay to the prevailing party its reasonable attorney's fees, together with all expenses, which may reasonably be incurred in taking, such action including, but not limited to, costs incurred in searching records, expert witness less, anticipated post-judgment collection services, and including any such fires and costs incurred in any appeal of any proceeding.
- 6. The law firm of Saalfeld, Griggs, Corsuch, Alexander & Emerick, P.C., has been employed by the Grantor, to prepare the documents in conjunction with this transaction, and such attorneys represent only the Grantor in this matter. Skamanic County has been advised to seek the advice of counsel of its choosing. The rule of construction that a written Agreement is construed against the party preparing or drafting such Agreement shall specifically not be applicable in the interpretation of this Agreement and any documents executed and delivered pursuant to or in connection with this Agreement.
- 7. Without waiver of any party's rights, and without an admission that the current stream flow is, for purposes of this paragraph, "natural flow," the parties agree that after completion of the project, water will be allowed to run off in the "natural flow" existing on the day the plan is completed. The parties further agree that Skamania County is not admixing to any liability for any damage that may the been caused by past flooding and the Grantor is not

waiving or releasing any claims it has for damages caused by flooding occurring prior to the effective date of this Agreement.

Lives twenty (20) days written notice, the Grantor may terminate this License only if the County is not performing in accordance with this Agreement. If not sooner terminated, this Revocable License shall terminate automatically and without further notice to any party at midnight

DI WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the dates sat forth below.

SKAMANIA COUNTY: THOMAS O. MONAGHAN TRUST: DEAN Nume: UVANS Larges D. Moraghan, Truster acting Chairman COUNT DATED: DATED: June APPENDING NOTICE MANUSCAMEST ATTEMET SCAL CO. SAL CO Auditor and Ex-Officia State of Oregon 33 County of Marion

I certify that I know or have satisfactory evidence that James D. Monaghan is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stating that he was authorized to do so and acknowledging it in his capacity of Trustee of the Thomas O. Managhan Trust, to be the free and voluntary act of such part for the uses and purposes mentioned

PIFFICIAL SEAL SUS A RICH MOTE RY JULIC OREGINE COLLASSION NO. 032170 MY COMMISSION EXPIRES MAY 20, 1988

Notary Public for Oregon

My Commission Expires;

[ADEATIONAL NOTARY BLOCK LOCALIED ON FOLLOWING PAGE]

State of Washington County of Skamania BOOK /SO PAGE 983 On this 29 day of 1975 and 1975, personally appeared DEAN ETARS who being duly sworn, did say thes. HE is the Line Chm. of Skarsanit County, and that said instrument was signed on behalf of Skarannia County by authority of its __ Board and acknowledged said instrument to be its voluntary act and fee?

Before me:

Notary Public for Oncon Wash 1 05 ton My Commission Expires: 10-31-516

FILED FOR RECORD SKAMANIA GC WASH BY SKAMANIA COURTY

Jor 10 4 14 FM '95

GARY W. OLSON