

## REVOCABLE LICENSE

122740

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On June 29, 1995, the Grantor, *Thomas O. Monaghan Trust*, for and in consideration of the sum of One Dollar (\$1), together with other good and valuable consideration, hereby grants to the Licensee, *Skamania County*, a revocable license for the purpose of placing rock in a drainage area of the Grantor's property, which is located in the Northeast Quarter of Section 28, Township 3 North, Range 8 East, of the Willamette Meridian, Skamania County, Washington (the "Property").

This License is given to allow the Licensee and its assigns or agents to enter on to the property to place rock, at Licensee's sole expense, to repair damage caused by flooding, and to reduce the potential of any further damage caused by water runoff. The fill material used in this construction and repair will be native rock of varying sizes (subject to the prior approval of Grantor), free of contamination as hereinafter provided.

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

1. Licensee shall conduct all operations in a good and workmanlike manner and so as to minimize any interference with Grantor'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 are begun, and Grantor shall have the right to review the plan in advance. Review of the plan will neither constitute acceptance of the plan, nor create liability for Grantor. Licensee shall then comply with the terms of the plan so submitted. The plan shall be completed, without interruption, within one hundred eighty (180) days of commencement of work.

2. Licensee shall not use any fill material which is contaminated with any Hazardous Material, and shall indemnify, defend, and hold Grantor harmless in the event of any breach hereof. The term "Hazardous Material" as used herein shall mean any hazardous or toxic substance, material or waste, including, but not limited to, those substances, materials, and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) or by the United States Environmental Protection Agency as Hazardous Substances (40 CFR Part 302) and amendments thereto, petroleum products, or other such substances, materials, and wastes that are or become regulated under any applicable local, state, or federal law. For purposes of this paragraph 2., the term "Hazardous Substance" means any substance, material or waste, including oil or petroleum products or their derivatives, solvents, PCB's, explosive substances, asbestos, radioactive materials which are now or in the future subject to any governmental regulation; the term "Hazardous Substance Laws" means all federal, state, and local laws, ordinances, regulations, and standards relating to the use, analysis, production, storage, sale, disposal, or transportation of any Hazardous Substance.

3. Upon completion of the work set out in the plan or termination of this License as herein provided, Licensee shall restore all roads and other points of access or parts of the property used to conduct the work or gain access thereto, to their respective conditions as of the date this License is granted; all at Licensee's sole expense.

N/A

NEW EXCISE EXEMPT TAG

JUL 11 1995

PAID N/A

SKAMANIA COUNTY TREASURER

Signature \_\_\_\_\_  
Witness \_\_\_\_\_  
Notary \_\_\_\_\_  
Filed \_\_\_\_\_  
Date \_\_\_\_\_

4. Licensee shall indemnify, defend, and hold Grantor harmless from any and all liability, loss, damage, claims, demands, costs, expenses, or causes of action, resulting from or arising in connection with Licensee's exercise of the rights granted pursuant to this License, and this obligation shall survive any termination of this License. Licensee shall indemnify, defend, and hold Grantor, and Grantor's successors and assigns, harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Property, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Property, damages 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 Licensee'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 permitted 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.

5. 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 arising 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 fees, anticipated post-judgment collection services, and including any such fees and costs incurred in any appeal of any proceeding.

6. The law firm of Saalfeld, Griggs, Gorsuch, 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. Sebastian 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 admitting to any liability for any damage that may have 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.

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8. Upon 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 on May 5, 1997.

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

SKAMANIA COUNTY:

THOMAS O. MONAGHAN TRUST:

By:

Name: DEAN EVANS

Title: Acting Chairman

By:

James D. Monaghan, Trustee

DATED: June 29, 1995

DATED: June 16, 1995

APPROVED AS TO FORM

PROCEEDING ATTORNEY SEALED

ATTEST:

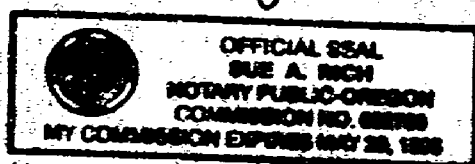
St. Co. Auditor and Ex-Officio  
Clerk of the Board

State of Oregon )

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. Monaghan Trust, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: June 16, 1995.



Sue A. Rich  
Notary Public for Oregon  
My Commission Expires: 5/20/98

[ADDITIONAL NOTARY BLOCK LOCATED ON FOLLOWING PAGE]

State of Washington )  
County of Skamania ) ss.  
)

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On this 29 day of June, 1995, personally appeared DEAN EVANS  
who being duly sworn, did say that HE is the Acting Chm. of Skamania County, and that  
said instrument was signed on behalf of Skamania County by authority of its Board  
(and acknowledged said instrument to be its voluntary act and deed.



Before me:

  
GARY M. OLSON

Notary Public for ~~Oregon~~ Washington  
My Commission Expires: 10-31-96

FILED FOR RECORD  
SKAMANIA CO. WASH  
BY Skamania County  
JUL 10 4 14 PM '95  
  
AUDITOR  
GARY M. OLSON