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BOOK 186 PAGE 385

RETURN ADDRESS:

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GARY H. OLSON
AUDITOR

Please Print or Type Information.

Document Title(s) or transactions contained therein:											
1.	Temporary License Agreement										
2.											
3.											
4.											
GRANTOR(S) (Last name, first, then first name and initials)											
1.	Bloxom Orchards Corporation										
2.											
3.											
4.											
<input type="checkbox"/> Additional Names on page _____ of document.											
GRANTEE(S) (Last name, first, then first name and initials)											
1.	Skamania County, A Washington Municipal Corporation										
2.											
3.											
4.											
<input type="checkbox"/> Additional Names on page _____ of document.											
LEGAL DESCRIPTION (Abbreviated: I.E., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)											
SW 1/4, Section 19, Township 3 North, Range 10 East, W. M.											
<input type="checkbox"/> Additional Names on page _____ of document.											
REFERENCE NUMBER(S) Of Documents assigned or released:	<table border="1"> <tr> <td>Registered</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>Indexed</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>Abstract</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>Plat</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>Other</td> <td><input type="checkbox"/></td> </tr> </table>	Registered	<input checked="" type="checkbox"/>	Indexed	<input checked="" type="checkbox"/>	Abstract	<input checked="" type="checkbox"/>	Plat	<input checked="" type="checkbox"/>	Other	<input type="checkbox"/>
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ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER											
03-10-19-0-0-0300											
<input type="checkbox"/> Property Tax Parcel ID is not yet assigned.											
<input type="checkbox"/> Additional Names 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.											

Gary H. Mortin, Skamania County Assessor
Date 2/9/99 Parcel # 3-10-19-0300

TEMPORARY LICENSE AGREEMENT Undivided one-half interest

This temporary license agreement granted by **BLOXOM ORCHARDS CORPORATION** (Grantors) to **SKAMANIA COUNTY, A WASHINGTON MUNICIPAL CORPORATION** (Grantee) is for ingress and egress to trim, by limbing, no more than three orchard trees and to build a fence along the edge of the cultivated orchard along the right-of-way of Cook-Underwood Road, County Road No. 93041, between Mile Post 8.96 (Engineer's Station 84+50) and Mile Post 9.11 (Engineer's Station 92+00) all in Section 19 Township 3 North, Range 10 East, WM., Skamania County, Washington.

1. **Conveyance of License:** Grantors hereby agree to grant and convey to Grantee from the effective date of this conveyance, a temporary license over and across property owned by the Grantors lying in Section 19, Township 3 North, Range 10 East, WM., more particularly described and set out in Book 67, Page 606, Deed Records of the Skamania County Auditor (Tax Lot 03-10-19-0-0-0300); such temporary license to run across this real property as follows:

Gary H. Martin, Skamania County Assessor
Date 7/31/99 Parcel # 3-10-19-0-0-0300 **LEGAL DESCRIPTION**

This temporary license is located north of the right-of-way of the Cook-Underwood Road, County Road No. 93041, Lots 9 and 10 of the Seeley Subdivision in Section 19, Township 3 North, Range 10 East, of the Willamette Meridian, in the County of Skamania and State of Washington, and following the right-of-way centerline description hereafter described.

Cook-Underwood Road Centerline Legal Description.

Commencing at a point on the centerline of Cook-Underwood Road No. 93041, CRP 3000-2; at Engineer's Station (hereinafter referred to as ES) 82+50, (N=145720.8602, E=1716990.8441), which is North 1°15'04" East, a distance of 691.99 feet and North 87°26'42" West, a distance of 35.85 feet from the Southwest corner of Section 19, Township 3 North, Range 10 East, of the Willamette Meridian; thence South 87°26'42" East, a distance of 104.95 feet to the beginning of a curve tangent to said line; thence easterly and northeasterly a distance of 312.50 feet along the curve concave to the north, having a radius of 508.65 feet and a central angle of 35°12'02"; thence North 57°21'16" East tangent to said curve, a distance of 195.41 feet to the beginning of a curve tangent to said line; thence northeasterly and easterly a distance of 165.15 feet along the curve concave to the southeast, having a radius of 846.89 feet and a central angle of 11°10'23"; thence North 68°31'39" East tangent to said curve, a distance of 21.67 feet to the beginning of a curve tangent to said line; thence easterly a distance of 232.80 feet along the curve concave to the south, having a radius of 951.87 feet and a central angle of 14°00'46"; thence North 82°32'27" East tangent to said curve, a distance of 0.00 feet to the beginning of a curve tangent to said line; thence easterly a distance of 194.19 feet along the curve concave to the south, having a radius of 591.49 feet and a central angle of 18°48'39"; thence South 78°38'55" East tangent to said curve, a distance of 37.48 feet; thence South 73°16'20" East, a distance of 517.65 feet to a point on the centerline at ES 100+67.65

Right-of-way description

A strip of land lying to the left of the above described centerline and right of a line drawn as follows:

BEGINNING at a point 25 feet left of the above described centerline of Cook-Underwood Road at ES 84+50, thence to a point 45 feet left of the above described centerline at ES 84+50, thence 45 feet left and parallel to the above described centerline to ES 86+00, thence to a point 50 feet left of the above described centerline at ES 86+00, thence 50 feet left and parallel to the above described centerline to ES 87+03.30, thence to a point 55 feet left of the above described centerline at ES 87+03.30, thence 55 feet left and parallel to the above described centerline to ES 88+50, thence to a point 60 feet left of the above described centerline at ES 88+50, thence 60 feet left and parallel to the above described centerline to ES 88+98.71, thence to a point 65 feet left of the above described centerline at ES 88+98.71, thence 65 feet left and parallel to the above described centerline to ES 90+00, thence to a point 75 feet left of the above described centerline at ES 90+00, thence 75 feet left and parallel to the above described centerline to ES 92+00, thence to a point 55 feet left of the above described centerline at ES 92+00, thence 55 feet left and parallel to the above described centerline to ES 90+00, thence to a point 45 feet left of the above described centerline at ES 90+00, thence 45 feet left and parallel to the above described centerline to ES 88+98.71, thence to a point 40 feet left of the above described centerline at ES 88+98.71, thence 40 feet left and parallel to the above described centerline to ES 88+50, thence to a point 35 feet left of the above described centerline at ES 88+50, thence 35 feet left and parallel to the above described centerline to ES 87+03.30, thence to a point 30 feet left of the above described centerline at ES 87+03.30, thence 30 feet left and parallel to the above described centerline to ES 86+00, thence to a point 25 feet left of the above described centerline at ES 86+00, thence 25 feet left and parallel to the above described centerline to ES 84+50 and the point of Beginning.

All that portion of the above described right-of-way lying within the Grantor's real property located in lots 9 and 10 of the Seeley Subdivision in Section 19, Township 3 North, Range 10 East, of the Willamette Meridian, in the County of Skamania and State of Washington. The specific details of this temporary license are shown in cross hatching and found on the attached diagram which is labeled, "Exhibit A".

2. **Purpose of License:** The parties agree that the purpose of this license is to allow the Grantee ingress and egress to trim, by limbing, no more than three orchard trees located on the Grantor's property and to permit the Grantee permission to construct a fence along the edge of the cultivated orchard. This fence should be approximately 3.5 feet high and 175 feet long. The fence will be constructed of weathered wood guardrail posts set approximately every 12.5 feet, and used rusted steel guardrails (approximate ES 89+50 to ES 92+00)."

3. The Grantee will have the right to operate equipment on, over or under the above described license and within the limits of this license, to cut and trim trees or shrubbery that may interfere with or threaten to endanger the construction of the fence.

4. The Grantee agrees to assume any and all liability arising out of its temporary use of this license and/or any activities hereunder, including any omissions, and will, by the acceptance of this license agreement, hold Grantors harmless for any liability thereunder. However, once the Grantee completes the construction of the fence, the Grantee is no longer responsible for or will be liable to maintain and/or repair the fence. The Grantor shall be responsible for maintaining the fence and shall indemnify and hold the County harmless for any liability whatsoever that occurs once this license is terminated.

5. This license agreement will terminate upon the completion of the fence.
6. This agreement shall constitute the entire agreement between the parties and any prior understandings or representations of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated herein.
7. It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington and that any actions to enforce or defend the terms of this temporary license agreement will be initiated in a court of competent jurisdiction within Skamania County.
8. In the event of any controversy, claim, or dispute relating to this instrument or its breach, the prevailing party shall be entitled to recover reasonable expenses, attorneys' fees and costs.
9. The Grantors warrants that it has the authority to execute this license and that the persons signing this agreement had the proper authority to execute the same.

DATED: This 11 day of January, 1999.

DATED: This 19 day of January, 1999.

John M. Bloxom Jr.
John M. Bloxom Jr., President
Bloxom Orchards Corporation

William W. Critz
William W. Critz, County Engineer

STATE OF WASHINGTON)
County of Yakima) ss.

On the 11 day of January, 1999, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared John M. Bloxom, Jr.

to me known to be the President ~~and~~
~~Secretary, respectively~~ of BLOXOM ORCHARDS CORPORATION the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.



Thomas M. Hansen
Notary Public in and for the State of Washington,

Residing at Yakima my term
expires 12/5/02.

