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BOOK 188 PAGE 366

FILED FOR RECORD
SKAMANIA COUNTY
BY Skamania County

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GARY H. OLSON

By whom	✓
Recorded in	✓
Indexed	✓
Filed	✓
Noted	✓

TEMPORARY LICENSE AGREEMENT

SKAMANIA COUNTY, a Washington Municipal Corporation, hereinafter referred to as "Grantor", hereby grants and conveys to GEORGE AND ALICE BARNES TRUST, GEORGE AND ALICE BARNES, CO-TRUSTEES, hereinafter referred to as "Grantee", for One Dollar (\$1.00) and other good and valuable consideration, a temporary license to use and cross over a portion of Tax Parcel No. 03-8-35-0-0-0300, lying within Section 35, Township 3 North, Range 8 East, WM. ("real property").

1. Temporary Right: The Grantee shall have the temporary right to use and cross over a portion of the real property that is in the vicinity of the boundary line between the above-described real property and Tax Parcel No. 03-08-35-2-2-0100, which is reflected in the drawing that is attached hereto and incorporated herein as Exhibit "A."

2. Purpose of License: The Grantee wishes to construct a garage upon its property in the vicinity of the boundary line between the Grantor's and Grantee's respective properties. The purpose of this license is to permit the Grantee to temporarily use the above-described portion of the Grantor's property to inspect, design, construct and excavate the necessary cuts and slopes to facilitate the construction of the garage on the Grantee's property.

3. Term of License: This license shall expire no later than December 31, 1999. In any event, the Grantor reserves the right to revoke this license at any time with twenty-four (24) hours advanced notice.

4. Subsequent Easement Agreement: This agreement is only intended to grant a temporary license. The Grantor and the Grantee hereby promise to negotiate, in good faith, a permanent slope easement which recognizes the cuts and slopes constructed and designed by the Grantee. By granting this temporary license, the

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Grantor does not waive, in any manner, its right to just compensation (based on fair market value for the use of similar land for similar purposes) for any and all property that the Grantee uses to construct or maintain the necessary cuts and slopes. Indeed, if the negotiations between the Grantor and Grantee are unsuccessful, then the Grantee shall affirmatively return the land to the condition it was in prior to the execution of this license as nearly as is economically feasible, or to a condition that is satisfactory to the grantor. The Grantee assumes the risk and is liable for any failure in the subsistency of the real property. Grantee further agrees to retain a surveyor and/or engineer licensed to practice in the State of Washington to provide to the Grantor a survey and/or a legal description of the area disturbed by Grantee in constructing the necessary cuts and slopes on the Grantor's property. The Grantee further agrees to provide the Skamania County Engineer a written ground stability report prepared by a duly licensed engineer.

5. Engineer/Consultant: The Grantor hereby makes no representations, warranties and/or guarantees as to the work necessary for the Grantee to construct its garage. Prior to beginning any work, the Grantee shall retain an engineer to provide a report on the site work that will be necessary to construct the garage. The Grantee shall do all work on Grantor's property under the supervision of and in compliance with the Grantee's engineer's recommendations and report.

6. Costs: The Grantee assumes all the risks, including any and all costs, related to its use of the Grantor's property.

7. Comply With all Laws: The Grantee shall comply with all federal, state and local laws, regulations and/or ordinances. The Grantee represents that it has the necessary licenses and/or permits to construct the garage and shall comply with all of the legal requirements for excavating for and constructing the improvements.

8. Notice of Commencement of Work/Grantor's Contact: The Grantee shall give at least twenty-four (24) hours advanced notice to the Skamania County Engineer's Office prior to the commencement of any work on the Grantor's property. The contact for Skamania County will be its Building Division (509) 427-9484.

9. Hold Harmless & Indemnification: The Grantee hereby agrees to indemnify and hold the Grantor harmless from any and all liability arising out of the Grantee's, its agents, or assigns use and/or activities under this license. The Grantee further agrees to defend Grantor from any and all suits, or actions, relating to the Grantee's use of this license.

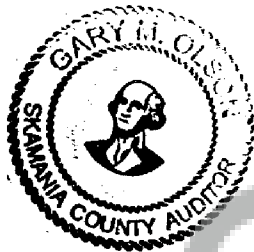
10. Washington Law: This agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of Washington. Any actions to enforce or defend the terms of this Temporary License Agreement must be resolved in a court of competent jurisdiction within Skamania County.

11. Attorney's Fees: In the event of any controversy, claim, or dispute relating to this instrument, or the breach thereof, the prevailing party shall be entitled to recover its reasonable expenses, attorney's fees and costs.

12. Warranties: The parties warrant that they have the authority to execute this license.

13. Merger: 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.

Dated: March 22, 1999.



ATTEST:

[Signature]
County Auditor and Ex-Officio
Clerk of the Board

SKAMANIA COUNTY
BOARD OF COMMISSIONERS

[Signature]
Chairperson
[Signature]
Commissioner
[Signature]
Commissioner

APPROVED AS TO FORM ONLY:

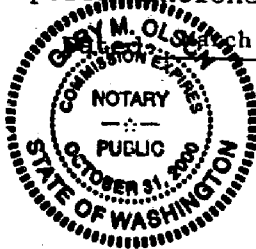
[Signature]
Skamania County
Prosecuting Attorney

DATED: March 23, 1999

[Signature]
GEORGE BARNES
[Signature]
ALICE BARNES

STATE OF WASHINGTON)
) ss.
 County of Skamania)

I certify that I know or have satisfactory evidence that Judy A. Carter, Edward A. McLarney, and Albert E. McKee are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument 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.



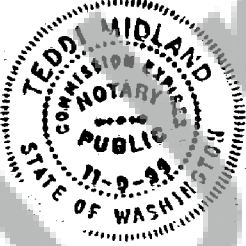
March 22, 1999.

Gary M. Olson
 Notary Public
 State of Washington
 Residing at North Bonneville, WA
 My commission expires: 10-31-2000

STATE OF WASHINGTON)
) ss.
 County of Skamania)

I certify that I know, or have satisfactory evidence that GEORGE BARNES and ALICE BARNES are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument, and acknowledged it as Co-Trustees of the George and Alice Barnes Trust, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 3-22, 1999.



Teddi Midland
 Notary Public
 State of Washington
 Residing at Stevenson
 My commission expires: 11-9-99

Barnes Lic.

