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BOOK 197 PAGE 155

RETURN ADDRESS:

Skamania County Clerk
to the Board of County Commissioners

FILED
CLERK
Skamania County

MAR 6 3 15 PM '00

GARY E. OLSON

Please Print or Type Information.

Document Title(s) or transactions contained therein:

1. Non Exclusive License Agreement

2.

3.

4.

GRANTOR(S) (Last name, first, then first name and initials)

1. Skamania County

2.

3.

4.

☐ Additional Names on Page _____ of Document.

GRANTEE(S) (Last name, first, then first name and initials)

1. United Telephone Company of the Northwest

2.

3.

4.

☐ Additional Names on Page _____ of Document.

LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section Township, Range, Quarter/Quarter)

NE4 NE4 Section 1 T2N R7EWM

☐ Complete Legal on Page _____ of Document.

REFERENCE NUMBER(S) Of Document assigned or released:

☐ Additional Numbers on Page _____ of Document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

02-07-01-1-1-3200-00

☐ Property Tax parcel ID is not yet assigned.☐ Additional Parcel Numbers 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.

NON EXCLUSIVE LICENSE AGREEMENT

This agreement is made and entered into this 24th day of February, 2000, by and between SKAMANIA COUNTY, hereinafter referred to as "Licensor", and UNITED TELEPHONE COMPANY OF THE NORTHWEST, hereinafter referred to as "Licensee", and its assigns and

WHEREAS, the Licensee has requested use of certain delineated portions of property for the purposes of placing underground communications cables and ducts.

NOW, THEREFORE, In consideration of the benefits and obligations set forth in this agreement, the parties agree as follows:

SECTION ONE GRANT OF LICENSE

Licensor hereby grants to Licensee the following privileges to use a portion of its property as follows:

A path running from the north property line to the south property line and extending eastward 10(ten) feet from the west property line of parcel 02-07-01-1-3200-00 in NE 1/4, NE 1/4, Sec 1, T-2-N, R-7-EWM, Skamania County, Washington.

SECTION TWO SPECIAL USE COMPLIANCE

Licensee shall comply with all county, state and federal laws and regulations concerning such usage.

SECTION THREE DURATION OF LICENSE

This License shall begin upon the execution hereof and shall continue until terminated as provided in this agreement. The Licensee may be assigned only upon the written approval of the Licensors.

SECTION FOUR INDEMNIFICATION OF LICENSOR

The Licensee shall indemnify and hold Licensor, its officials and employees harmless against any claims, damages to other utility agencies, or injuries to third persons resulting from or arising out of the licensee's use of said properties. The Licensee shall further provide proof of insurance in the amount of \$1,000,000 naming Skamania County as additionally insured. To the extent work is done on the property, the licensee hereby expressly agrees to waive its immunity under RCW 51 (State Industrial Act) and to hold Skamania County harmless from any claims made by the licensee's employees, or the licensee's subcontractor's employees.

SECTION FIVE
TERMINATION OF LICENSE

This License shall terminate upon ninety (90) days advance written notice by either party to the other. The Licensee agrees to return the properties to their original condition within ninety (90) days of termination of Agreement. The Licensor further reserves the right to immediately revoke this License at any time, without notice, if the Licensee violates any portion of this Agreement.

SECTION SIX
CONSTRUCTION/INSPECTION

The Licensee shall not begin work under this agreement without first notifying the Skamania County Building & Grounds Office at least 48 hours prior to start of construction. The Licensee shall further notify the Skamania County Building & Grounds Office 24 hours prior to completion of work for final inspection.

SECTION SEVEN
AFFECT OF PARTIES' RIGHTS

Nothing in this agreement shall be deemed or held to be an exclusive one and shall not prohibit the Licensor from granting other permits or franchise rights of like or other nature to other public or private utilities, nor shall it prevent the Licensor from using any of its roads, streets, or public places, or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered.

SECTION EIGHT
WARRANTY OF TITLE

The Licensor does not warrant or guarantee the nature of its interest in the subject Property, nor does it guarantee that it has the authority to grant this License. The Licensee assumes all of the risk relating to the ownership of this property and agrees to indemnify and defend the Licensor from any challenges to this License Agreement or the improvements made hereunder.

SECTION NINE
INTERFERENCE

Nothing in this agreement shall interfere with the County's full use or utilization of the property, or prevent the County from granting further licenses. If the Licensee interferes in any way with the drainage of the county property, the Licensee shall wholly, and at its own expense, make such provisions as the Licensor may direct to remedy any such drainage problems.

SECTION TEN
MERGER

This License and/or privilege shall not be deemed or held to be an exclusive one and shall not prohibit the Licensor from granting other permits, licenses, or permission to others, nor shall it prevent Licensor from using any of its property.

COMM/B&G/UNITEDTELEPHONE2000

SECTION ELEVEN
ENTIRE AGREEMENT

This License represents the entire agreement and understanding of the parties and cannot be altered or modified except upon the mutual written consent of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed on the above date.

COMM/B&G/UNITEDTELEPHONE2000

SKAMANIA COUNTY
BOARD OF COMMISSIONERS

Edward A. McLarney
Chairperson

Judy A. Carter
Commissioner

Albert E. McKee
Commissioner

APPROVED AS TO FORM ONLY:

[Signature]
Skamania County Prosecutor

UNITED TELEPHONE CO. OF THE NORTHWEST

by: JA Hill

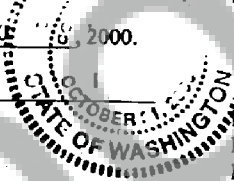
Title: CSO Engineering Supervisor

STATE OF WASHINGTON)
County of Skamania) ss.

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

Dated: Jan. 10, 2000.

[Signature]
Gary M. Olson

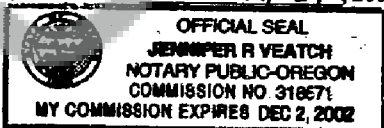


NOTARY PUBLIC, State of Washington
Residing at North Bonneville, WA
My Commission expires Oct. 31, 2000

STATE OF WASHINGTON)
County of Skamania) ss.

I certify that I know or have satisfactory evidence that Tom Hill, is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stating that he was authorized so to do and acknowledged it as the representative of UNITED TELEPHONE CO. OF THE NORTHWEST, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: February 24, 2000.



Jennifer R. Veatch
NOTARY PUBLIC, State of Washington Oregon
Residing at Cascade Central CU
My commission expires 12/02/02

COMM/B&G/UNITEDTELEPHONE2000