

Return Address:

Skamania County Commissioners
PO Box 790
Stevenson, WA 98648

<i>Document Title(s) or transactions contained herein:</i> 1. License Agreement
<i>GRANTOR(S) (Last name, first name, middle initial)</i> 1. Skamania County <input type="checkbox"/> Additional names on page _____ of document.
<i>GRANTEE(S) (Last name, first name, middle initial)</i> 1. Public Utility District No. 1 of Skamania County <input type="checkbox"/> Additional names on page _____ of document.
<i>LEGAL DESCRIPTION (Abbreviated: i.e., Lot, Block, Plat or Section, Township, Range, Quarter/Quarter)</i> Section 30 of Township 3 North, Range 10 East, W.M. <input type="checkbox"/> Complete legal on page _____ of document.
<i>REFERENCE NUMBER(S) of Documents assigned or released:</i> <input type="checkbox"/> Additional numbers on page _____ of document.
<i>ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER</i> 03-10-30-0-0-0301 and 03-10-30-0-0-0400 <input type="checkbox"/> Property Tax Parcel ID is not yet assigned <input type="checkbox"/> 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.

LICENSE AGREEMENT

This agreement is made and entered into this 29th day of January, 2004, by and between SKAMANIA COUNTY, hereinafter referred to as "Licensor", and the Public Utility District No. 1 of Skamania County, Washington, a municipal corporation, owners of Tax Parcel 03-10-30-0-0-0301 and Tax Parcel 03-10-30-0-0-0400 hereinafter referred to as "Licensee", and its successors and sub-lessee or assigns.

WHEREAS, the Licensor reserved an easement over and across the road formally known as Shaddox Springs Road (County Road No. 33760) in Section 30, Township 3 North, Range 10 East, WM., Skamania County, Washington, for the purpose of maintaining a public utility; and

WHEREAS, the Licensee, a public utility entity, wishes to use this easement to access, construct, operate and maintain over and under the above described lands, a utility system and to cut and trim trees and shrubbery that may interfere with or endanger the operation and maintenance of said system or systems, and agree to the joint use or occupancy of said lands by other firm(s) or corporation(s) for other public utilities.

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

SECTION ONE: GRANT OF LICENSE

The Licensor hereby grants to Licensee, owners of Tax Parcel 03-10-30-0-0-0301 and Tax Parcel 03-10-30-0-0-0400 a license to use the retained easement per Skamania County Resolution No. 2002-65 as follows:

1. To access, install and maintain a utility system within the County's easement.
2. The Licensee shall be responsible to maintain the easement necessary for their use. It is also agreed and understood that the County has vacated this road as a public road and that the County has no responsibility whatsoever to maintain or improve the road for the licensee or the public. The Licensee may exclude the public from the easement. Adjacent landowners shall have unrestricted access. If the easement is behind a locked gate the landowners shall be entitled to add their lock to the chain to allow access.
3. The Licensee shall comply with all federal, state and local regulations pertaining to hazardous waste and pollutants. The Licensee shall also be responsible for all injuries and damages caused by their use of this license and the Licensee shall indemnify and hold the Licensor harmless for any liability and agrees to defend Licensor from any suits or actions relating to its activities or omissions arising hereunder, including but not limited to claims made by members of the public who use the road either lawfully or unlawfully. The Licensee shall further indemnify the County from any claims made by the Licensee, contractors or employees. The Licensee specifically agrees to waive its immunity to the County under the State Industrial Insurance Act (Title 51) in the event that an employee of the Licensee makes a claim or files a lawsuit against the County for injuries that have occurred within the scope of their employment. The Licensee shall further require that all subcontractors require its contractors to waive their immunity under the State Industrial Act to the extent that an employee makes a claim against the County for injuries that have occurred within the scope of their employment.

SECTION TWO: SPECIAL USE COMPLIANCE

The Licensee shall comply with all local, county, state and federal laws and regulations concerning its use of this license and shall be responsible to obtain the necessary permits and approvals.

SECTION THREE: DURATION OF LICENSE

This License shall begin upon the execution hereof and shall continue until terminated as provided in this License Agreement.

SECTION FOUR: INDEMNIFICATION OF LICENSOR

The Licensee shall indemnify and hold Licensor harmless against all claims for damages to the subject property or injury to third persons resulting from or arising out of the use of said properties.

SECTION FIVE: TERMINATION OF LICENSE

Either Party may terminate this License at anytime if the easement is no longer required for utility purposes.

SECTION SIX: EFFECT 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 utility systems.

SECTION SEVEN: WARRANTY OF TITLE

The Licensor does not warrant or guarantee the nature of its interest in the subject vacated Right-of-Way, 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 EIGHT: INTERFERENCE

The Licensee shall not engage in any activities that will interfere with the adjacent landowner's right to travel over the road. Moreover, if the Licensee interferes in any way with the drainage of the road, the Licensee shall wholly, and at its own expense, make such provisions as the Licensor may direct to remedy any such drainage problems.

SECTION NINE: ENTIRE AGREEMENT / MERGER

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.

SECTION TEN: WARRANTIES

The Licensee warrants that they have the authority to execute this license.

SECTION ELEVEN

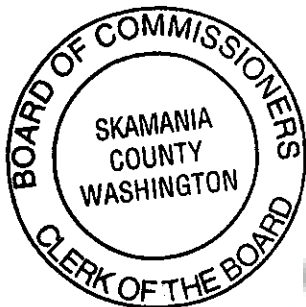
This License does not grant any utility rights to any party nor is this agreement intended to benefit any third parties.

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

by: _____ by: _____

SIGNED this 29th day of January, 2004.

S E A L



BOARD OF COUNTY COMMISSIONERS
SKAMANIA COUNTY, WASHINGTON

Albert E. McKee
Chairperson

[Signature]
Commissioner

[Signature]
Commissioner

ATTEST:

[Signature]
Clerk of the Board

APPROVED AS TO FORM ONLY:

[Signature]
Skamania County Prosecuting Attorney

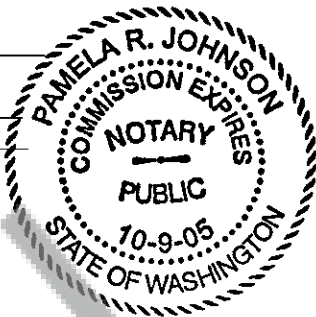
MC # 2004151858
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STATE OF WASHINGTON)
) ss.
County of Skamania)

I certify that I know or have satisfactory evidence that Albert E. McKee, Lawrence W. Quinn and Robert M. Talent, 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: January 29, 2004.

Pamela R. Johnson
NOTARY PUBLIC, State of Washington
Residing at Carson
My Commission expires 10/9/05



STATE OF WASHINGTON)
) ss.
County of Skamania)

I certify that I know or have satisfactory evidence that _____, 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 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____, 2004.

NOTARY PUBLIC, State of Washington
Residing at _____
My commission expires _____

Unofficial Copy

DC # 2004151858
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