UNOFFICIAL DOCUMENT

200509260194
Skagit County Auditor
9/26/2005 Page 1 of 6 1:18PM

After Recording Mail to:
Olympic Pipe Line Company
2319 Lind Avenue SW
Renton, WA 98055

LICENSE AGREEMENT

This License Agreement entered into by and between I P FORESTRY, LLC, a state of Washington Limited Liability Corporation, hereinafter called ("Licensor"); and OLYMPIC PIPE LINE COMPANY, a Delaware Corporation, hereinafter called ("Licensee").

WITNESSETH

1. Subject to and upon the terms and conditions hereinafter set forth, and in consideration of One Dollar ($1.00) and other good and valuable consideration paid to Licensor by Licensee, Licensor grants to Licensee, for the License Period hereinafter specified, the non-exclusive right to use (as described in this document below) those certain premises of Licensor situated in Sections Twenty-Three (23) and Twenty-Six (26) of Township Thirty-Six (36) North, Range Three (3) East Williamette Meridian (W.M.) all in Skagit County, Washington (hereinafter called the "Premises"), described as follows:

   CF-75 THAT PORTION OF TRACT C OF SURVEY AF#9202130038 LOCATED IN SE ¼ OF SECTION 23 (Legal Description of property for parcel P48136 based on Skagit County Assessor Information).

   CF-75 THAT PORTION OF TRACT C SURVEY AF#9202130038 LOCATED IN SECTION 26 (Legal Description of property for parcel P117911 based on Skagit County Assessor Information).

   CF-75 TRACT D SURVEY AF#9202130038 LOCATED IN SE 1/4 (Legal Description of property for parcel P48301 based on Skagit County Assessor Information).

   CF-75 TRACT H SURVEY AF#9202130038 LOCATED IN NE 1/4 (Legal Description of property for parcel P117913 based on Skagit County Assessor Information).

CF-75 TRACT K SURVEY AF#9202130038 LOCATED IN SE 1/4 (Legal Description of property for parcel P48384 based on Skagit County Assessor Information).

CF-75 TRACT L SURVEY AF#9202130038 LOCATED IN SE 1/4 (Legal Description of property for parcel P48383 based on Skagit County Assessor Information).

2. Licensee shall be entitled to use the Premises during the License period solely for the purpose of installing a gated access for its own use, together with the rights of ingress and egress through, over and across the existing roadways designated by Licensor leading into or out of the Premises (see attached Exhibit A) for the purposes herein granted. Licensor reserves the right to designate new roadways to be used in the event the property is further developed provided prior written consent from the Licensee is obtained. Licensee shall not interfere with or obstruct the use of the Premises by Licensor or injure or interfere with any person or property on or about the Premises.

   2a. Licensee shall install and maintain its gate and will keep it locked at all times except during immediate ingress and egress to the premises. Licensee shall promptly and properly refill all excavations made by or for Licensee on said premises. Licensee hereby accepts sole responsibility for so doing and shall be solely liable for all loss, damage, injury or death caused or contributed to by any lack of or improper construction of the gate.

   2b. Licensee at its sole risk and expense shall do all things necessary to assure that the facility which it constructs hereunder will not damage the premises or in any way hinder access to the premises by the Licensor, and hereby agrees to allow the Licensor to install additional locks to the gate to provide access for Licensor and his designees to said Premises.

3. The License period shall be that period of time concurrent with the existing easement agreement that Licensee has on the Premises and shall continue so long as Licensee maintains and operates its existing 16" pipeline on the Premises; provided, however, that this Agreement may be terminated by Licensee's non-use of the Premises for a period of 1-year or such time as the Licensee decides it no longer needs access to its 16" pipeline for maintenance and inspection purposes.

4. Licensee shall obtain all governmental approvals and permits that are solely caused and necessitated by Licensee's use and activity on the Premises, and shall comply with (i) all laws and lawful regulations applicable to any activities carried out on the Premises or on behalf of Licensee and (ii) any and all restrictions in effect with respect to the Premises. Licensee

200509260194
Skagit County Auditor
9/26/2005 Page 2 of 6 1:18PM

UNOFFICIAL DOCUMENT

agrees to notify Licensor promptly upon discovery of any instance where Licensee has failed to comply with such requirements.

5. Licensor reserves the right to use the Premises for any purpose, subject only to the specific right granted to Licensee herein. Licensee shall not engage in any activity on the Premises which has not been specifically authorized hereunder and shall avoid any interference with the use being made of the Premises by Licensor, its contractors, heirs, agents, employees, or assigns.

6. Licensee shall, at its sole cost and expense, indemnify, hold harmless and defend Licensor, its parent and affiliate companies and their officers, directors and employees from and against any and all claims, actions, causes of action and proceedings, whether criminal or civil in nature, damages and liabilities from any source whatsoever and howsoever arising from Licensee's occupation or use of the Premises or arising, directly or indirectly, in any manner by reason of any activity of Licensee in and about the Premises or the facilities or equipment located thereon. Not by way of limitation of the foregoing obligations, but in furtherance thereof, Licensee hereby agrees and warrants that it will in no way discharge, leak, dump, bury or store, for purposes of disposal or otherwise allow to come in contact with the Premises, pollutants of any nature or kind, on the Premises or into or on any waters or lands on, adjacent to, or in the area of the Premises, including but not limited to pollutants such as oil, chemicals, toxic substances or materials, hazardous wastes or hazardous substances, including but not by way of limitation such pollutants as same are defined by any and all federal, state and/or municipal laws, rules, regulations or ordinances, or otherwise. Accordingly, Licensee hereby specifically agrees to fully indemnify and hold Licensor, its parent and affiliates and their officers, directors and employees harmless from and against any and all claims, demands, losses, costs of removal and/or cleanup or the aforesaid pollutants, judgments, causes of actions, fines, penalties, costs, including but not limited to attorneys' fees and costs of court, or otherwise, arising out of or connected with noncompliance as set forth herein. Licensee's obligations hereunder shall include, but shall not be limited to, all costs, expenses and attorneys' fees. Licensor shall furnish Licensee prompt notice of each and every such claim, shall permit Licensee to defend against such claim or proceeding, and shall cooperate with Licensee in such claim or proceeding. The terms and provisions of the Section 7 shall survive the termination or expiration of the License.

7. Licensee shall take proper care of the Premises and shall repair any and all damage resulting to the Premises or to adjoining property owners arising out of the use of the Premises by Licensee, its agents, contractors, or employees. Licensee agrees to repair any damage to Licensor's personal property or roadways resulting from use of the Premises or adjoining property by Licensee, its contractors, agents, employees, or assigns. Licensee shall remove its facilities from the Premises within ninety (90) days following its termination and/or non-use of the Premises and shall return the Premises to Licensor in the condition received.

200509260194
Skagit County Auditor
9/26/2005 Page 3 of 6 1:18PM

8. Licensee shall have the right to utilize Licensor's private roadway during the License Period for ingress and egress to the Premises.

9. Licensee's obligations under paragraphs 6 and 7 shall survive any termination of this Agreement.

10. Any notice which may or shall be given under the terms of this License Agreement shall be in writing and shall be either delivered by hand or sent by United States Mail, addressed as follows:

Licensor: I P Forestry, LLC
501B South 2nd Street
Mount Vernon, WA 98273

Licensee: Olympic Pipe Line Company
2319 Lind Avenue SW
Renton, WA 98055

5335
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

SEP 26 2005

Amount Paid $ 49.50
Skagit Co. Treasurer
By Deputy

11. This Licensee Agreement shall not be transferred or assigned by Licensee without the prior written consent of Licensor.

12. The covenants and agreements contained in this License Agreement shall bind and inure to the benefit of Licensor and Licensee and their respective heirs, successors, legal representatives and assigns.

IN WITNESS WHEREOF, this License Agreement has been duly executed on the 21 day of September 2005

LICENSEE	LICENSOR
OLYMPIC PIPE LINE COMPANY	**IP FORESTRY, LLC**
By:	By:
Name Chris Maudlin	Name Gordon Iverson
Title President	Title Member

200509260194
Skagit County Auditor
9/26/2005 Page 4 of 6 1:18PM

UNOFFICIAL DOCUMENT

UNOFFICIAL DOCUMENT

STATE OF WASHINGTON,)
) SS
COUNTY OF)

This instrument was acknowledged before me on this 21 day of September 2005, by Gordon Iverson, as member, of I P Forestry, LLC, a state of Washington Limited Liability Corporation, on behalf of said limited liability corporation.

JOANN KAEDING
COMMISSION EXPIRES
NOTARY
PUBLIC
12-5-2008
STATE OF WASHINGTON

JoAnn Kaeding
Notary Public in and for the State of Washington

My Commission expires: 12-5-2008

STATE OF WASHINGTON,)
) SS
COUNTY OF)

This instrument was acknowledged before me on this 23 day of September 2005, by Chris Manalin, as President, of Olympic Pipe Line Company, a Delaware Corporation, on behalf of said corporation.

PAMELA D. BRADY
COMMISSION EXPIRES
NOTARY
PUBLIC
2-9-06
STATE OF WASHINGTON

Pamela D. Brady
Notary Public in and for the State of Washington

My Commission expires: 2/9/06

200509260194
Skagit County Auditor
9/26/2005 Page 5 of 6 1:18PM

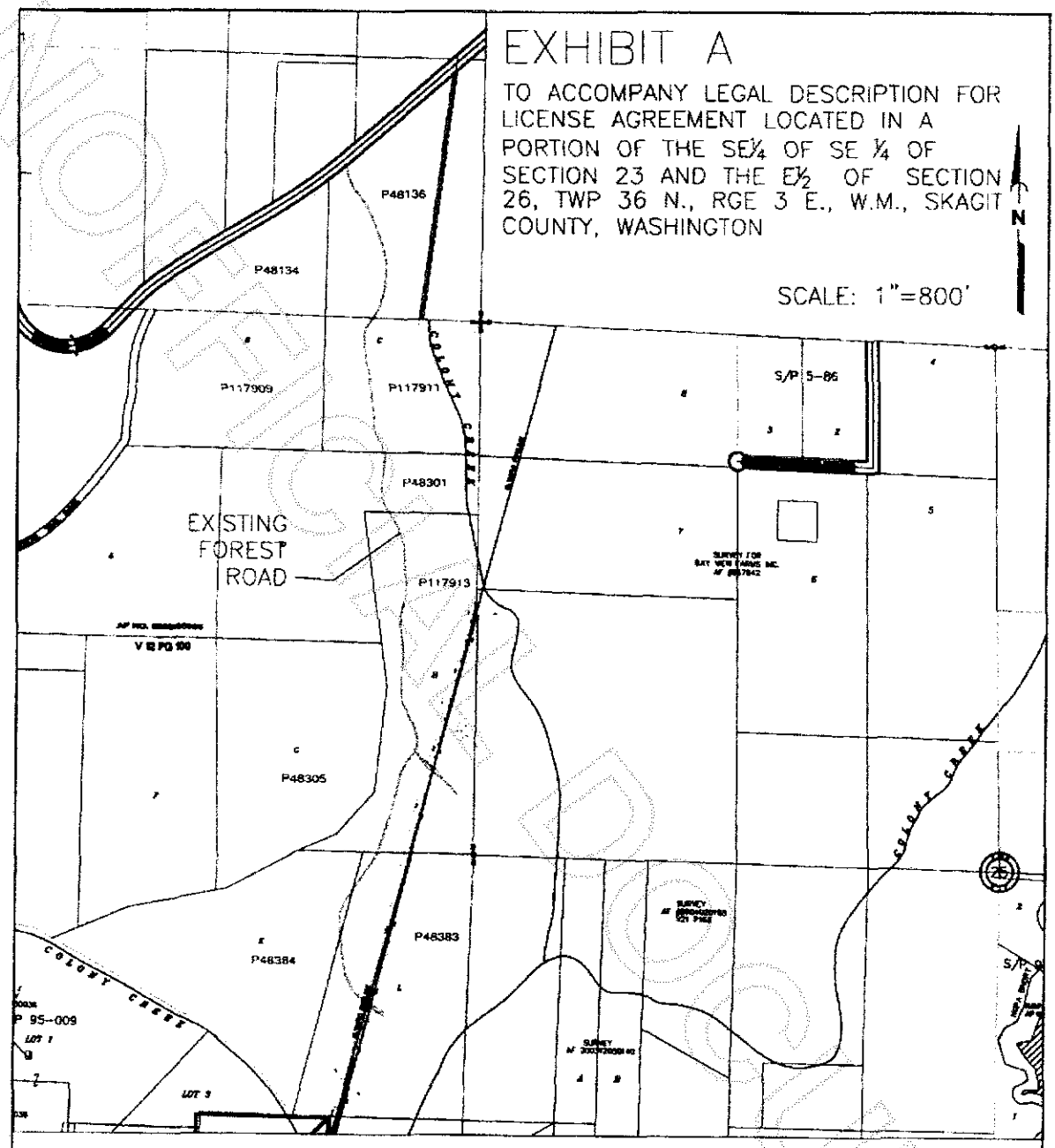
UNOFFICIAL DOCUMENT

UNOFFICIAL DOCUMENT

EXHIBIT A

TO ACCOMPANY LEGAL DESCRIPTION FOR LICENSE AGREEMENT LOCATED IN A PORTION OF THE SE¼ OF SE ¼ OF SECTION 23 AND THE E½ OF SECTION 26, TWP 36 N., RGE 3 E., W.M., SKAGIT COUNTY, WASHINGTON

SCALE: 1"=800'



JOB NO.: 0894-160-00
DRAWING NAME: 089416000Road Easement.dwg
DATE: SEPTEMBER 6, 2005
DRAWN BY: CFE
SHEET 1 OF 1
FOR OLYMPIC PIPE LINE COMPANY

200509260194
Skagit County Auditor
9/26/2005 Page 6 of 6 1:18PM