

LICENSE AGREEMENT

This LICENSE AGREEMENT ("License") is made this ____ day of _____, 2024, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington, by and through its Department of Conservation and Natural Resources (the "County") and _____ ("Licensee"). In consideration of the mutual benefits described below, the parties agree as follows:

I. GRANT OF LICENSE

1.1 License Term. The County hereby grants to Licensee a License to use the Premises described in paragraph 1.2 below for the purposes set forth below. The License shall govern use from full execution through December 31, 2025. This License may be extended at the sole discretion of the County, upon written notice to the Licensee, for up to four (4) additional one (1) year periods, PROVIDED, HOWEVER, that the County's obligations after December 31, 2024, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

1.2 Premises. The premises subject to this License is described as a portion of the SE of the SW quarter of Section 5, Township 27 N, Range 8 E W.M., Snohomish County, further described as a portion of tax parcel No. 27080500300500, containing approximately 10.5 acres (the "Premises"). A location map of the Premises is attached as Exhibit A and incorporated herein by this reference.

1.3 Allowed Use. The Premises may be used by Licensee for the sole purpose of growing row crops (except cannabis) and silage within the Premises, and for the purpose of maintaining the area depicted on Exhibit A, attached hereto, free from blackberry briars subject to the limitations specified in Exhibit B, "Special Terms and Conditions."

1.4 Non-Exclusive Permission. The Licensee's permission to use the Premises is not exclusive. The County may continue to use the property for its own purposes and at all times is the owner and occupier of the Premises. The County may enter the Premises at any time.

This License is personal to the Licensee and grants no interest in the Premises. This License is intended to allow the Licensee limited use of the Premises only to the extent expressly authorized herein and no other use is permitted or allowed.

The Licensee and County agree that this License is not intended to create any benefit for or in any third party, nor is it intended to create any right of action in any third party.

II. DUTIES OF LICENSEE

2.1 Insurance. Licensee shall obtain insurance as set out in Paragraph 4.2.

2.2 Fees for Use. Licensee shall compensate the County annually in the amount of _____ (\$_____) in addition to payment of leasehold excise tax in the amount of _____, (\$_____) for an annual total of _____ (\$_____), as provided by the following schedule:

2024 – 2025 _____ (\$_____). County will accept a \$_____ credit in lieu of this fee for maintaining the premises free of blackberry briars on the remaining approximately 10.5 acres as depicted on Exhibit A . The \$_____ leasehold excise tax is still required.

Should the County, in its sole discretion, extend the term of this License, as provided in Section 1.1 above, the Licensee shall compensate the County and remit leasehold excise tax annually as follows:

2026 _____ (\$_____). County will accept a \$_____ credit in lieu of this fee for maintaining the premises free of blackberry briars on the remaining approximately 10.5 acres as depicted on Exhibit A. The \$_____ leasehold excise tax is still required.

2027 _____ (\$_____). County will accept a \$_____ credit in lieu of this fee for maintaining the premises free of blackberry briars on the remaining approximately 10.5 acres as depicted on Exhibit A. The \$_____ leasehold excise tax is still required.

2028 _____ (\$_____). County will accept a \$_____ credit in lieu of this fee for maintaining the premises free of blackberry briars on the remaining approximately 10.5 acres as depicted on Exhibit A. The \$_____ leasehold excise tax is still required.

The consideration and leasehold excise tax for 2024 and 2025 shall be paid to the County in full, upon execution of this License and in no event later than April 15th for any subsequent year for which this License is extended pursuant to Section 1.1.

2.3 Care and Condition. Licensee shall be responsible for the care and maintenance of the Premises during the period of use. Licensee shall return the Premises to the County in the same condition as when received, less normal wear and tear.

Licensee shall be responsible for removing from the Premises, on or before expiration of this License, all personal property, except personal property of the County, brought to the Premises in connection with the uses permitted herein. If such property is not removed in a timely fashion, the County shall have the right to remove, store, sell or otherwise dispose of said personal property at Licensee's expense. The Licensee assumes all risk of loss or damage to such property, by theft or otherwise, incurred during or as a result of any removal, storage, sale, or other disposition by the County. Licensee expressly agrees that sale or other disposition of such property, private or public, may occur at any time not less than thirty (30) days after the expiration of this License.

Licensee shall take all reasonable precautions to prevent or suppress fires and septic problems. Licensee shall not perform, nor permit others to perform, any disorderly conduct, waste, or vandalism or commit any nuisance on the Premises or to use the Premises in such a way as to interfere with the use of adjoining county property by any other person. Licensee shall not perform, nor permit others to perform, any violation of any rules and regulations of the County relating to the use, of and conduct in, the Premises. Licensee shall be liable to the County for any loss or damage to the Premises.

2.4 Inspection. Snohomish County and its officers and employees shall have and maintain access at all times to the Premises and may control, among other things, any criminal activity, nuisance, or real or potential harm to persons or property, including the Premises.

2.5 Alcohol, Marijuana and Illicit Drugs. Licensee shall not serve nor permit others to serve or to consume alcohol, marijuana or illicit drugs on the Premises

2.6 Permits. Licensee shall obtain all other permits required by law. By executing this document, Snohomish County does not warrant that any other permits or licenses are necessary or not necessary.

III. DUTIES OF COUNTY

3.1 Access. The Premises will be accessed by way of county road. The County will not provide additional access.

3.2 Utilities. No utilities will be provided under this License.

IV. LIABILITY

4.1 Hold Harmless/Indemnification. To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County, the Licensee shall indemnify and hold harmless the County, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, and/or in connection with this License. In addition, the Licensee shall assume the defense of the County and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to this License: shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims. This indemnification obligation shall include, but is not limited to, all claims against the County by an employee or former employee of the Licensee, and the Licensee, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects the County only, under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim. In the event that the County incurs any judgment, award and/or cost including attorney's fees arising from the provisions of this subsection, or to enforce the provisions of this subsection, any such judgment, award, fees, expenses and costs shall be recoverable from the Licensee. In the event of litigation between the parties to enforce the rights under this subsection, reasonable attorney fees shall be allowed to the substantially prevailing party.

In the event the County incurs attorney fees and/or costs in the defense of claims under this provision such attorney fees and costs shall be recoverable from the Licensee. In addition, Snohomish County shall be entitled to recover from the Licensee its attorney fees, and costs incurred to enforce the provisions of this section.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this License.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this License.

4.2 Insurance Requirements. At execution of this License, the Licensee, at their own cost, shall have procured and will maintain for the duration of this License, insurance as specified in the Minimum Scope and Limits of Insurance the Licensee shall furnish the

County with certificates of insurance and endorsements required by this License. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

Each insurance policy shall be written on an "occurrence" form unless otherwise approved by the County.

By requiring such minimum insurance coverage, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Licensee under this License. The Licensee shall assess its own risks and, if the Licensee deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this License.

a. Minimum Scope and Limits of Insurance;

The Licensee shall maintain limits no less than,

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition.
2. Automobile Liability: Waived, subject to the condition that no street Licensed vehicle is allowed to enter the premises.
3. Workers' Compensation: Statutory requirements of the State of residency.

b. Other Insurance Provisions and Requirements

The insurance coverage(s) required in this License are to contain, or be endorsed to contain the following provisions:

General and Automobile Liability:

1. The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of or in connection with this License. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. The Additional Insured Endorsement shall be included with the certificate of insurance, CG 20 26 or its equivalent is required.
2. The Licensee's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
3. Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Licensee's liability to the County and shall be the sole responsibility of the Licensee.
4. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, until after thirty (30) calendar days' prior written notice to the County.
5. Insurance coverage is to be placed with insurers with a Bests' rating of no less than A: VIII, or, if not rated with Bests', with minimum surpluses the equivalent of Bests' surplus size VIII.

If at any time any of the foregoing policies fail to meet minimum requirements, the Licensee shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

V. HAZARDOUS SUBSTANCES

5.1 Definitions. As used in this License, the term "Hazardous Substance" shall mean (i) any substance subject to regulation under the Hazardous Waste Management Act, chapter 70.105 RCW, as amended from time to time, and regulations promulgated thereunder; (ii) any "hazardous substance" under the Model Toxics Control Act, chapter 70.105D RCW, as amended from time to time, and regulations promulgated thereunder; (iii) any "hazardous substance" or "hazardous waste" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC § 9602 et seq., as amended from time to time, and regulations promulgated thereunder; (iv) any asbestos; (v) polychlorinated biphenyls; (vi) underground storage tanks, whether empty, filled or partially filled with any substance; (vii) any solid waste or solid waste decomposition products; (viii) any substance the presence of which is prohibited by any federal, state, county, municipal or other local governmental statutes, regulations, ordinances or resolutions; and (ix) other substances deemed hazardous, toxic, a pollutant, or contaminant, which by any federal, state, county, municipal or other local governmental statutes, regulations, ordinances or resolutions require special handling or notification in its collection, storage, treatment or disposal.

5.2 Permitted Amounts of Hazardous Substances. Other than minor amounts of materials necessary for the uses permitted under this License, no Hazardous Substance shall be handled at any time upon the Premise. Licensee agrees that to the extent it is handling minor amounts of materials as permitted by this Section 5.1, it will not cause or permit in any manner, including accidental or non-negligent acts or omissions, the release of any Hazardous Substance into, upon or from the Premise.

5.3 Liability and Indemnification. In the event of a release, leakage, spillage or other discharge of a Hazardous Substance (a "Release") by Licensee or any contractor or agent for Licensee, Licensee shall, at its own expense, promptly notify the County and any other involved agency in writing of such Release. Licensee shall be solely liable for any and all consequences of and expenses associated with such Release, including all liability under any federal, state, or common law. Licensee shall further indemnify, hold harmless, and defend (with counsel reasonably satisfactory to Licensor) the County, its successors and assigns, and their respective directors, officers, employees, and agents, against any and all liability, cost, and expenses (including, without limitation, any fines, penalties, judgments, litigation costs, attorneys' fees, and consulting, engineering, and construction costs) incurred by the County as a result of Licensee's breach of this Section or as a result of any Release, regardless of whether such liability, cost, or expense arises during or after the term of the License.

VI. OTHER TERMS

6.1 Notices. Any notice required by this License, or by law, shall be given by registered or certified mail. Such communication or notice shall be deemed to have been given when deposited in the United States mail, properly addressed, with postage prepaid. Such notice shall be given as follows:

If to the County: Attn.: Property Officer, Department of Facilities and Fleet, 3000, MS404Rockefeller Ave, Everett WA 98201. Telephone: 425-388-3400.

If to Licensee: _____ Address_____

6.2 Non-Assignment. This License may not be transferred or assigned.

6.3 Modification. This License may only be modified in writing and such modification shall take effect only after such modification being duly executed by both parties.

6.4 Non-Waiver. The failure of the County to insist on strict performance of any term of this License, or to exercise any option conferred by it, in any one or more instances, shall not be construed to be a waiver or relinquishment of that right or any right to the County, but the same shall be and remain in full force and effect.

6.5 Termination. This License is revocable at will. This License shall terminate, and the Licensee shall vacate the Premises at the end of the term of this License as set forth in paragraph 1.1, unless earlier terminated as follows:

(1) Upon twenty (20) days' written notice by either party to the other; provided, that if the License is terminated by the County under this subparagraph, then the County shall return a portion of advance payments prorated in proportion to the time remaining on the original term of the License or annual extension; provided further, that if the Licensee terminates this License under this provision, then the County may keep any monies advanced to the County as liquidated damages; or

(2) Immediately upon written notice by the County in the event of breach by Licensee of any term of this License or for any and all damages caused to property of the County by Licensee or its agents, employees, volunteers, invitees, or participants, in which event the County shall have a possessory lien upon any and all property stored, used, or located on any property of the County and Licensee shall forfeit any sums of money advanced to the County.

Termination shall not affect the rights of the County under any other provision of this License.

6.6 Governing Law and Stipulation of Venue. This License shall be governed by the laws of the State of Washington. The parties stipulate that any lawsuit regarding this License must be brought in Snohomish County, Washington.

6.7 Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this License constitutes a certification by the Licensee of the Licensee's compliance with the requirement of Chapter 2.460 SCC. If the Licensee is found to have violated this provision or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this License may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Licensee's obligations under other federal, state, or local laws against discrimination.

6.8 National Pollutant Discharge Elimination System (NDPES). The Permittee shall comply with the NPDES Compliance Procedure attached hereto and incorporated herein as Exhibit C.

6.9 Authority. Each signatory to this License represents that he or she has full and sufficient authority to execute this License on behalf the party for whom they are signing, as the

Exhibit B

SPECIAL TERMS & CONDITIONS

1. Licensee shall comply with and is subject to all terms of the Conservation Covenant to be recorded, which, among other things, requires that Licensee shall preserve all reference monuments and boundary markers installed on the Property. If any of the boundary markers are damaged or destroyed, Licensee shall notify the County in order to replace the markers in compliance with the Conservation Covenant.
2. Assignment or transfer of the License is prohibited.
3. No burning is permitted on the Premises.
4. Licensee understands that the Premises cannot be used to store farm vehicles, equipment or objects, such as pallets or containers, not currently being used on the Property.
5. No signs shall be erected on the Premises.
6. If Licensee wishes to utilize chemical fertilizers or pesticides on the Premises, Licensee may do so only if the person applying such chemicals holds a current State Pesticide/Herbicide applicator License and the application of such chemicals is conducted in accordance with an Integrated Pesticide Management Program (IPM). Licensee shall keep a record of all chemical fertilizers and pesticides applied to the Premises. This record shall include the names and concentrations of chemicals applied and the method and date of application. This record shall be made available to County personnel at their request for the purpose of conducting County business.
7. Licensee will provide application records of all fertilizers and pesticides applied by December 31st of each year this License is active, beginning December 31, 2024.
8. The Licensee shall coordinate weed control and cover crop details with Brett Gaddis, Senior Habitat Specialist, Snohomish County, 425-262-2578.
9. The Licensee shall remove equipment when agricultural activity is finished.

EXHIBIT C



NPDES COMPLIANCE PROCEDURE

- 1.0 **PURPOSE:** This Procedure outlines responsibilities of the Licensee for consistency with the National Pollutant Discharge Elimination System (NPDES) municipal stormwater permit held by Snohomish County.
- 2.0 **AUTHORITY:** A Phase I Municipal Stormwater Permit was issued to Snohomish County by Washington State Department of Ecology on July 1, 2019, as authorized by the State of Washington Water Pollution Control Law, Chapter 90.48 Revised Code of Washington (RCW), and the Federal Water Pollution Control Act. The permit requires the County to establish procedures that will eliminate, reduce or minimize pollutant discharges to surface waters.
- 3.0 **APPLICABILITY:** This Procedure applies to this Licensee.
- 4.0 **COMPLIANCE WITH OTHER LAWS:** Compliance with this procedure does not constitute waivers of the requirements of any other law or regulation; nor does it indicate compliance with any other law or regulation. Compliance with all applicable federal, state, and local laws and regulations is required.
- 5.0 **ACRONYMS:**
- | | |
|----------------|---|
| BMP | Best Management Practice |
| CESCL | Certified Erosion and Sediment Control Lead |
| Ecology or DOE | Washington State Department of Ecology |
| IVM | Integrated Vegetation Management |
| NPDES | National Pollutant Discharge Elimination System |
| SCC | Snohomish County Code |
| SWM | Surface Water Management |
| SWPPP | Stormwater Pollution Prevention Plan |
- 6.0 **DEFINITIONS:**
- 6.1 "Contaminant" means a solid, liquid, or gaseous substance that, if discharged to a drainage facility, natural drainage system, receiving waters or groundwater, will alter the physical, chemical, or biological properties thereof to the extent that the discharge will render the facility, system, or water harmful, detrimental, or injurious to the public health, safety, or welfare, or to domestic, commercial, industrial, agricultural, recreational, or other legitimate beneficial uses, or to livestock, wild animals, birds, fish, or other aquatic life. Contaminants may include, but are not limited to the following: trash or debris; construction materials; petroleum products including but not limited to oil, gasoline, grease, fuel oil or heating oil; antifreeze and other automotive products; metals in either particulate or dissolved form; flammable or explosive materials; radioactive material; batteries; acids, alkalis, or bases; paints, stains, resins, lacquers, or varnishes; degreasers and solvents; drain cleaners; pesticides, herbicides, or fertilizers; steam cleaning wastes; soaps, detergents, or ammonia; chlorine, bromine, or other disinfectants; heated water; animal wastes; sewage; animal carcasses; food wastes; bark, soils, sediment, rock and other fibrous materials; collected lawn clippings, leaves, or branches; dyes, except as allowed in SCC 7.53.090(11); and wastewater generated by commercial or industrial activities.

- 6.2 "Discharge" means to throw, drain, release, dump, spill, empty, emit, or pour any matter into receiving waters, groundwater, a natural drainage system, or a drainage facility, or to cause or allow matter to be thrown, drained, released, dumped, spilled, emptied, emitted or poured into receiving waters, groundwater, a natural drainage system, or a drainage facility, or to cause or allow matter to flow, run, or seep from land into receiving waters, groundwater, a natural drainage system, or a drainage facility.
- 6.3 "Drainage facility" means any part of a man-made physical system designed or constructed to collect, treat convey, store, or control the flow of stormwater. Drainage facilities include, but are not limited to, storm water conveyance and containment facilities, including pipelines, constructed channels and ditches, infiltration facilities, retention and detention facilities, stormwater treatment facilities, erosion and sedimentation control facilities, and all other drainage structures and appurtenances.
- 6.4 "Prohibited Discharges" means the following discharges to any drainage facility, natural drainage system, receiving water, or groundwater within Snohomish County except as allowed in SCC 7.53.090 or conditionally allowed in SCC 7.53.095: (1) Any discharge not completely composed of stormwater; (2) Any discharge that causes or contributes to a violation of State Water Quality Standards or State Sediment Management Standards; (3) Any discharge that causes or contributes to a violation of any NPDES permit or State Waste Discharge permit issued to the county; (4) Any discharge that causes the county to be in violation of the State Underground Injection Control Program (Chapter 173-218 WAC); and (5) Any discharge that contains contaminants.
- 6.5 "Source control best management practices" or "source control BMPs" means structures, equipment, supplies, or operations that are intended to prevent pollutants from coming into contact with stormwater through physical separation of areas or careful management of activities that are sources of pollutants.
- 6.6 "Waters of the state" includes those waters as defined as "waters of the United States" in 40 CFR Subpart 122.2 within the geographic boundaries of Washington State and "waters of the state" as defined in Chapter 90.48 RCW which includes lakes, rivers, ponds, streams, inland waters, underground waters, salt waters and all other surface waters and watercourses including storm drainage systems and ditches within the jurisdiction of the state of Washington.
- 7.0 COUNTY ACCESS: County personnel shall have reasonable access to the Premises to conduct annual inspection and maintenance activities, perform audits of user activities, and respond as necessary to all spills or other emergencies.
- 8.0 SOURCE CONTROL: SCC Chapter 7.53 requires any person storing or using materials that may contain contaminants in a manner that could result in prohibited discharges to streams, lakes, groundwater or the County's storm sewer to implement source control BMPs. Source control BMPs include but are not limited to those described in Volume IV of the county Stormwater Management Manual. The Licensee shall be responsible for utilizing all known, available, and reasonable methods of prevention, control and treatment (AKART) to prevent pollution from entering waters of the state, and for providing the proper training to all individuals engaged in such activities. The Licensee shall conduct all activities in a safe, responsible manner and in accordance with all governing regulations or laws. Activities that have the potential for being pollution generating and are subject to this requirement include, but are not limited to the following:
- Application of fertilizers and pesticides
 - Building exterior cleaning and maintenance
 - Chemical handling
 - Cleaning of animal handling areas
 - Dust control
 - Fueling of equipment and vehicles

- Land disturbance activities (soil erosion)
- Landscape maintenance and vegetation disposal
- Maintenance of equipment and vehicles
- Paving operations
- Trash and pet waste management
- Vehicle washing
- Snow and ice control
- Maintaining roadside areas
- Building exterior cleaning and maintenance

9.0 SPILL RESPONSE, CONTAINMENT AND REPORTING REQUIREMENTS: A Licensee that engages in activities that pose a risk of polluting waters of the state must have a spill response plan that addresses prevention, spill control, containment, cleanup, and response. A copy must be made available to the Department of Conservation and Natural Resources at their request. Spill containment and cleanup kits must be readily accessible. All spills shall immediately be reported to the Department of Conservation and Natural Resources by contacting the Department of Conservation and Natural Resources NPDES Responsible Official at (425) 388-6616 and to all appropriate agencies identified in the Licensee's Spill Response Plan.

10.0 REVISIONS TO PROCEDURE – This procedure shall be revised and updated as needed to adhere to Snohomish County Phase I Municipal Stormwater Permit revisions, or procedure modifications required by the Department of Conservation and Natural Resources. All revisions shall be numbered and dated and provided to the Licensee.