



LICENSE FOR PARTICIPATION IN PILOT PROJECT FOR MILFOIL CONTROL AT LAKE TAPPS RESERVOIR

This **LICENSE FOR PARTICIPATION IN PILOT PROJECT FOR MILFOIL CONTROL AT LAKE TAPPS RESERVOIR** (“**License**”), made as of the last date written below (the “**Effective Date**”), is by and between CASCADe WATER ALLIANCE, a Washington municipal corporation under Chapter 39.106 RCW (“**Cascade**”), and [REDACTED], (the “**Licensee**”). Cascade and Licensee are sometimes referred to individually as a “**Party**”, and collectively as the “**Parties**”.

1.0 LICENSE

- 1.1. **Term.** The License shall become effective as of the Effective Date and shall continue through September 30, 2023, unless terminated under 4.5 of this License.
- 1.2. **Premises.** Cascade owns certain real property commonly known as the Lake Tapps Reservoir, including, but not limited to, the lakebed, as well as the lands surrounding the shore of the Lake Tapps Reservoir and the islands therein, from the waterline up to the 545-foot contour line (collectively, “Lake Tapps Reservoir”). The area subject to this License (the “Premises”) is that portion of Lake Tapps Reservoir that meets all three of the following:
 - i. may abut the Licensee Property (defined in Section 1.1);
 - ii. lies below the 545-foot contour line (as said contour line may be determined by reference to the bronze plaque embedded in the concrete floor of the gate house, more particularly described in the Deed), and
 - iii. is within the area extension of the lot lines of the Licensee Property into the Lake Tapps Reservoir.

As the owner of the Lake Tapps Reservoir, Cascade is solely permitted by the Washington Department of Ecology for chemical application for the treatment of aquatic plants. Aquatechnex, LLC is under contract with Cascade for the treatment of Eurasian Milfoil treatment using the herbicide ProcellaCOR at the Lake Tapps Reservoir.

- 1.3. Licensee property. This license is for the benefit of the following described real property (the “licensee property”):

Address and Dock No: [REDACTED]

1.4. **Approved Use - Milfoil Treatment.**

Licensee may contract with Aquatechnex, LLC for Eurasian Milfoil treatment on the Premises using the herbicide ProcellacCOR. No other uses are approved under this License.

2.0 **LICENSEE'S OBLIGATIONS**

- 2.1 **Licensee Authority.** Licensee warrants and covenants that: (a) Licensee has the power and the right to enter into this License and that Licensee shall peaceably and quietly enjoy the use of the Premises upon the terms, covenants, and conditions set forth in this License throughout the Term of the License; and (b) no other person, other than the individual(s) executing this License, have a fee ownership interest in the Licensee Property.
- 2.2 **Identification of Licensee Property.** If not yet installed, the Licensee will install, at its cost, dock number signage for any parcel within the Licensee participating in the Approved Use.
- 2.3 **Costs and Expense.** Except as otherwise provided herein, Licensee shall be solely responsible for all of its costs incurred by or associated with the Approved Use.
- 2.4 **Insurance.** Licensee acknowledges that activities under this license are covered by Aquatechnex's insurance policy and agrees to follow all instructions of Aquatechnex.
- 2.5 **Non-Assignment.** Licensee shall not sublet or assign any rights or obligations under this License; provided, however, this License shall inure to the benefit of any purchaser or tenant of the Licensee Property.

3.0 **LIABILITY**

- 3.1 **Release.** Cascade is not responsible for injuries incurred by Licensee or Licensee's employees or Invitees while on the Premises (including injuries incurred due to the accidental acts of Cascade or its representatives). By signing below, Licensee agrees not to sue Cascade for any injuries incurred on the Premises during the Term (regardless of their cause). Licensee's obligations set forth in this Section shall survive the Termination of this License.
- 3.2 **Indemnification.** Licensee shall indemnify, defend and hold Cascade and Cascade's officers, directors, shareholders, beneficiaries, elected representatives, members, partners, agents, employees and attorneys, and their respective successors and assigns from and against all claims, actions, losses, liabilities, damages, costs, obligations of any nature, and any and all expenses of any nature (including, but not limited to, all losses, damages, judgments, and reasonable attorneys' fees and costs) incurred, suffered by, or claimed against Cascade arising in any way in connection

with Licensee's entry and use of the Premises. Licensee's obligations set forth in this Section shall survive the Termination of this License.

4. OTHER TERMS

- 4.1 **Notices.** All notices or requests required by this License, or by law, shall be in writing and deemed given: (a) when delivered in person; (b) when deposited with a reputable overnight courier service, provided that any such Notice shall not be deemed received until the next business day after deposit; or (c) by electronic mail if a copy of the Notice is also sent by overnight courier, in which case Notice shall be deemed delivered on transmittal by electronic mail before 5:00 p.m. on a business day (otherwise, any Notice sent after 5:00 p.m. shall be deemed received on the next business day). All Notices to Cascade regarding this License must be properly addressed as follows:

Cascade Water Alliance
11400 SE 8th Street, Suite 400, Bellevue, WA 98004
Email: panderson@cascadewater.org
Phone: 425-283-4294

Any requests or issues by Licensee regarding Eurasian Milfoil treatment services shall be directed to Aquatechnex. This includes issues related to costs, quality of treatment services, and effectiveness of treatment product.

- 4.2 **Modification.** This License may only be amended or modified by a written instrument executed by both Parties.
- 4.3 **Non-Waiver.** The failure of Cascade to insist upon the strict performance of any provision of this License or to exercise any rights under this License shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same shall be and remain in full force and effect.
- 4.4 **Termination.** Cascade may terminate this License upon twenty-four (24) hours' written notice pursuant to the notice provision in Section 4.2 ("Termination Notice") in the event of:
- i. a breach of the terms and conditions of this License by Licensee, in which case Cascade may terminate this License and seek any other rights and remedies afforded to Cascade for such noncompliance arising under this License or otherwise by law; or
 - ii. a determination by Cascade, in its sole discretion, that termination of this License is necessary for the use of Lake Tapps Reservoir for the operation as a municipal water supply, in which case Cascade may terminate this License notwithstanding Licensee's full compliance with the terms and conditions of this License.

- 4.5 **Severability.** If any term or provision of this License is held invalid or unenforceable, the remainder of this License shall not be affected thereby and each term and/or provision hereof shall be valid and enforced to the fullest extent permitted by law.
- 4.6 **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 Pierce County, Washington.
- 4.7 **Entire License.** This License, upon execution, contain the entire agreement of the Parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this License. Furthermore, the Parties agree that this License supersedes any prior License or other authorization, if any, granted by Cascade or its predecessors in interest.
- 4.8 **Counterparts.** This License may be executed and acknowledged in counterparts as may be necessary for the convenience of the Parties, which together shall constitute one document. The original counterpart signature pages may be detached from counterpart copies and re-attached to a single original copy.

CASCADE:

CASCADE WATER ALLIANCE,
a Washington municipal corporation

Chief Executive Officer

Date: _____

LICENSEE:

Under penalty of perjury under the laws of the state of Washington, I declare that the foregoing is true and correct.

Signed at _____ [City & State] on _____ [Date].

Signature: _____ Printed Name: _____

Address: _____ Dock No.: _____ Phone: _____

EMAIL THIS SIGNED LICENSE TO panderson@cascadewater.org.