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SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax

DEC - 7 1994

JERRY MCINTURFF
SKAGIT COUNTY AUDITOR
This space reserved for Recorder's Use

Filed for Record at the Request of:
After Recording, Mail to:

Mr. Guy Hupy
216 N. Fourth Street
LaConner, WA 98257

Amount Paid \$ 7
By Skagit Co. Treasurer
Dec 7 1994
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'94 DEC -7 AIO :48

RECORDED _____ FILED _____
REQUEST OF _____

94120700.29

T-75605-E LAND TITLE COMPANY OF SKAGIT COUNTY

PERMISSIVE USE AGREEMENT

This is a permissive use agreement pertaining to property in Skagit County, Washington.

THIS DECLARATION is made November 16, 1994.

WITNESSETH

1. Property Affected. The Grantor, Mark G. Raphael, a single man, is the owner of the following described property ("Burdened Property"):

Tract 12 as shown on 5 acre Parcel Map No. 109-76, recorded May 12, 1977 in Book 2 of Short Plats, page 59, under Auditor's File No. 856340, records of Skagit County, Washington, being a portion of the North 1/2 of the Northwest quarter of Section 2, Township 33 North, Range 2 East, W.M.,

Except mineral rights as reserved in deeds recorded September 10, 1963, under Auditor's File Nos. 640581 and 640582.

Together with a non-exclusive easement for ingress, egress and utilities over and across that certain 60 foot strip of land as delineated on the face of said 5 acre parcel Map No. 109-76 and contiguous to the East line of the above described tract.

Situate in the County of Skagit, State of Washington.

The Grantee, Guy Hupy, a single man, is the owner of the following described property ("Benefitted Property"):

Tract 9 as shown on 5 acre Parcel Map No. 109-76, recorded May 12, 1977 in Book 2 of Short Plats, page 59, under Auditor's File No. 856340, records of Skagit County, Washington, being a portion of the North 1/2 of the Northwest quarter of Section 2, Township 33 North, Range 2 East, W.M.,

Except mineral rights as reserved in deeds recorded September 10, 1963, under Auditor's File Nos. 640581 and 640582.

Together with a non-exclusive easement for ingress, egress and utilities over and across that certain 60 foot strip of land as delineated on the face of said 5 acre parcel Map No. 109-76 and contiguous to the East line of the above described tract.

Situate in the County of Skagit, State of Washington.

2. Grant of Right to Permissive Use. There is hereby granted to the owner's of the Benefitted Property, there heirs, successors and assigns, a non-exclusive permissive right for the use of the Burdened Property as follows:

a nonexcusive right to cross the said Tract 12 over an existing driveway to reach the said Tract 9.

3. Limitations on Use. This permissive use is limited as follows:

upon written request of Grantor, Grantee will, at Grantee's sole cost and expense, relocate the driveway to Grantee's property so that no portion thereof is on Grantor's property and will restore any damage caused by the existence of or removal of said driveway.

4. No Claim to Adverse Possession. Grantee hereby covenants and agrees, for Grantee and Grantee's heirs, successors and assigns, that this use shall not ever ripen into a prescriptive or adverse use at any time in the future. It is agreed that the use of Grantor's property is and shall remain nothing other than permissive in character. In no action, proceeding or suit will a claim based upon adverse possession or prescription be asserted by Grantee or Grantee's heirs, successors and assigns. In the event that such a claim is made in violation of this agreement, it is agreed that such claim shall be summerily dismissed by the court and all costs and fees incurred by Grantor or Grantor's heirs, successors and assigns shall be born by Grantee, or Grantee's heirs, successors and assigns.

5. Maintenance. All reasonable or necessary costs of maintenance and upkeep of said use shall be the sole responsibility of Grantee and Grantee's heirs, successors and assigns.

6. Termination. This permission shall ~~immediately~~ terminate upon the written notice form Grantor, or Grantor's heirs, successors and assigns, to Grantee or Grantee's heirs, successors and assigns.

7. Enforcement. In any proceeding brought to enforce or determine the rights of the parties to this Agreement, the prevailing party shall be entitled to collect, in addition to any judgment awarded by a court, a reasonable sum as attorneys' fees, and all

three months MR

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