

Return Address:



200409170164

Skagit County Auditor

9/17/2004 Page 1 of 5 3:31PM

LAND TITLE OF SKAGIT COUNTY

Document Title(s) (for transactions contained therein):	
1.	
2.	LICENSING AGREEMENT
3.	
4.	
Reference Number(s) of Documents assigned or released: (on page of documents(s))	
Grantor(s)	
1.	
2.	John K Johnson
3.	Nena Johnson
4.	
Additional Names on page of document.	
Grantee(s)	
1.	Peter M Whited
2.	Carol J Whited
3.	Jonathan Duckworth
4.	Julie Burgmeier
Additional Names on page of document.	
Legal Description (abbreviated i.e. lot, block, plat or section, township, range)	
Lots 10 11 Blk 16 Synd add to La Conner	
Lot 9 Blk 16 Synd add to LaConner	
Additional legal is on page of document.	
Assessor's Property Tax Parcel/Account Number	
P74364	
3	
The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.	

Peter Whited
P.O. Box 185
LaConner, WA 98257

Licensing Agreement

Parcel number P-74364

Legal: Lots 9 to 11 Block 16 Syndicate Add to LaConner

This is a license agreement made, effective as of September 17th, 2004 by and between **John K. Johnson and Nena Johnson** hereinafter referred to as Licensors and **Peter M. Whited, Carol J. Whited, Jonathan Duckworth and Julie Burgmeier**, hereinafter referred to as Licensee(s). In consideration of the mutual promises contained in this agreement the parties agree as follows:

Grant of License

Licensors hereby grants to Licensee a license to occupy and use, subject to all of the terms and conditions of this agreement, the property of Licensors which is encroached upon by Licensee's deck and outbuilding, the affected legal description of which is set forth in **Exhibit A**, and which is, by this reference, made a part hereof as though fully set forth.

Limitation to describe the purpose

The above-described property may be occupied and used by Licensee solely for Licensee's encroaching deck and outbuilding, for maintenance, removal and other incidental purposes, related to such license during the period beginning immediately, and continuing for a period of one year or until this agreement is terminated as provided herein.

Termination

Either party may terminate this agreement at any time, by giving written notice to the other, specifying the date of termination, such notice to be given not less than 60 days prior to the date specified in such notice for the date of termination. Upon termination of this agreement, Licensee agrees to remove the outbuilding and deck referred to herein from Licensors's property within said 60-day period.

Governing Law

It is agreed that this agreement shall be governed by, construed and enforced in accordance with the laws of the State of Washington.

Entire Agreement

This agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated in this agreement



200409170164

Skagit County Auditor

Modification of Agreement

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party of an authorized representative of each party.

Notices

Any notice provided for or concerning this agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth in this agreement, or such other address as each party, may establish, in writing, during the term of this agreement.

John K. Johnson
P. O. Box 179
LaConner, WA. 98257

Peter Whited
P.O. Box 185
LaConner, WA. 98257

Attorney's Fees


In the event that any action is filed in relation to this agreement; the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either party may be called on to pay, a reasonable sum for the successful party's attorney's fees and costs.

Assignment of Rights

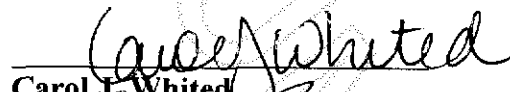
The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity, without the prior, express, and written consent of the other party.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed on the date indicated next to their signature, to be effective immediately.

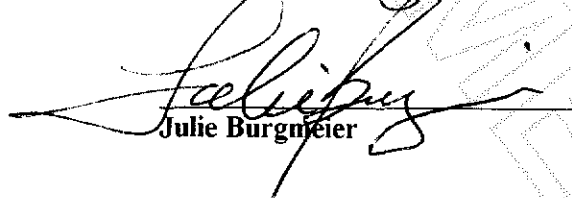

John K. Johnson


Nena Johnson


Peter M. Whited


Carol J. Whited


Jonathan Duckworth


Julie Burgmeier

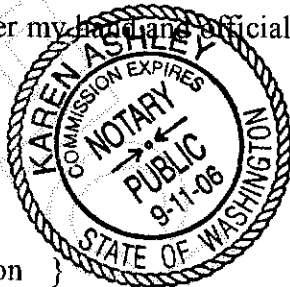


200409170164
Skagit County Auditor

State of Washington }
County of Skagit } SS.

On this day personally appeared before me **John K. Johnson and Nena Johnson**, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that **they** signed the same as **their** free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 17th day of September, 2004.



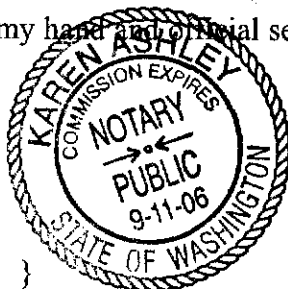
Karen Ashley

Karen Ashley
Notary Public in and for the State of WA
Residing at: Sedro-Woolley
My appointment expires: 9/11/06

State of Washington }
County of Skagit } SS.

On this day personally appeared before me **Peter M. Whited and Carol J. Whited**, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that **they** signed the same as **their** free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 17th day of September, 2004.



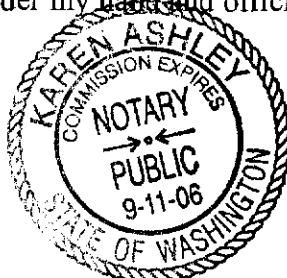
Karen Ashley

Karen Ashley
Notary Public in and for the State of WA
Residing at: Sedro-Woolley
My appointment expires: 9/11/06

State of Washington }
County of Skagit } SS.

On this day personally appeared before me **Jonathan Duckworth and Julie Burgmeier**, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that **they** signed the same as **their** free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 17th day of September, 2004.



Karen Ashley

Karen Ashley
Notary Public in and for the State of WA
Residing at: Sedro-Woolley
My appointment expires: 9/11/06



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EXHIBIT "A"

LEGAL DESCRIPTION

Licensor's Parcel

Lots 10 And 11, Block 16, "MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH.," as per plat recorded in Volume 2 of Plats, page 109, records of Skagit County, Washington.

Situate in the Town of LaConner, County of Skagit, State of Washington.

Licensee's Parcel

Lot 9, Block 16, "MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH.," as per plat recorded in Volume 2 of Plats, page 109, records of Skagit County, Washington.

Situate in the Town of LaConner, County of Skagit, State of Washington.

Area Affected by License

Lot 10, Block 16, "MAP OF SYNDICATE ADDITION TO THE TOWN OF LA CONNER, SKAGIT CO., WASH.," as per plat recorded in Volume 2 of Plats, page 109, records of Skagit County, Washington.

Situate in the Town of LaConner, County of Skagit, State of Washington.



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