

John Dahl



200409300132
Skagit County Auditor

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WHEN RECORDED RETURN TO:

Douglas Small
8817 Bowdoin Way
Edmonds, WA 98020

LICENSE AGREEMENT

GRANTOR:

PEARL, MIKE
PEARL, CLAUDIA

GRANTEE:

SMALL, DOUGLAS
SMALL, HEATHER

LEGAL DESCRIPTION:

PTN of GL4, S7, T34N, R2E

TAX ID NO.:

P 99992

LICENSE AGREEMENT

This License Agreement is made effective as of September 19, 2004 between Mike and Claudia Pearl, of 6421 Campbell Lake Road, Anacortes WA 98221 and Douglas and Heather Small, husband and wife, of 8817 Bowdoin Way, Edmonds, WA, 98020.

In this Agreement, the party granting to use the licensed property (referred to as "Access") will be referred to as "Pearl", and the party receiving the right to use the licensed property will be referred to as "Small".

For Ten Dollars (\$10.00), and other valuable consideration, The Parties agree as follows:

1. **GRANT OF LICENSE:** Pearl owns lakefront property on Campbell Lake Road at the above-described address. In accordance with this agreement, Pearl grants Small an exclusive license for access and use, for themselves and their two children, Benjamin Douglas Small and Vanessa Jolie Small, and their heirs, that Easternmost ten (10) foot portion of the Pearl property from Campbell Lake Road to, and including access to and use of, Campbell Lake to which Pearl would otherwise be entitled at the date of this agreement. This ten (10) feet width is in addition to that previously licensed area granted to Marvin Ballsmider for the duration of that license.
2. **AGREED USES:** Small may clear brush and vegetation as needed within that described ten feet to provide for foot access only and may construct a picnic area, float and /or dock and other modifications as needed with prior written approval from Pearl. Additional area of use may be granted by mutual written agreement.
3. **DEFAULTS:** This Agreement is exclusively with Douglas and Heather Small, for the use of the property by them, their two children and their heirs. Use by others may be cause for termination of this agreement. Any illegal activity upon this property will be cause for immediate termination of this Agreement. If Small fails to abide by the obligations of this Agreement, Pearl shall have the option to cancel this Agreement by providing 10 days written notice to Small at the above Small address.
4. Agreement is exclusively with Douglas and Heather Small and will terminate upon the following conditions:
 - a) With the lease or sale of the existing Small property at Campbell Lake Road, Tax Parcel #P20044, or,
 - b) Violation of the terms of this Agreement.
5. **LIABILITIES:** Small accepts any and all liability for actions and or activities upon or related to the licensed property and will protect and hold Pearl harmless for any direct, indirect, special, incidental, or consequential damages that are in any way related to this Access.
6. **TRANSFERRABILITY:** This Agreement is not transferable.



7. **ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written.
8. **SEVERABILITY:** If any provision of this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
9. **WAIVER OF CONTRACTUAL RIGHT:** The Failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
10. **APPLICABLE LAW:** This Agreement shall be governed by the laws of the State of Washington.
11. **RESTRICTION OF USE:** This Agreement does not in any way restrict Pearl or subsequent owners from access to or use of the licensed property.
12. **SUBSEQUENT OWNERS:** This Agreement shall be binding upon any subsequent owners for the duration of the license unless terminated by written mutual agreement.

Licensors:

Mike R. Pearl 9/19/04
Mike R. Pearl (date)

Claudia G. Pearl 9/19/04
Claudia G. Pearl (date)

Licensees:

Douglas Small 9-19-04
Douglas Small (date)

Heather A. Small 9-19-04
Heather Small (date)



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EXHIBIT "A"

All that portion of Government Lot 4, Section 7, Township 34 North, Range 2 East of the Willamette Meridian, lying North of Campbell Lake Road;

EXCEPT the East 450 feet thereof;

ALSO EXCEPT the West 540 feet thereof;

ALSO EXCEPT the North 837.96 feet thereof;

TOGETHER WITH all that portion of said Government Lot 4, described as follows:

Commencing at a point on the Southerly boundary of Campbell Lake Road, 450 feet West of the North-South center line of said Section 7 measured perpendicular thereto;
thence Southerly on a line parallel to said North-South center line of said Section 7 to the point of intersection with the meander line of Lake Campbell;
thence Westerly along the meander line of said Lake Campbell to the point of intersection with a line parallel to and 605 feet East of the West boundary line of said Government Lot 4;
thence Northerly parallel to the Westerly boundary of said Government Lot 4 to the point of intersection with the South line of said Campbell Road;
thence Northeasterly along the said Southerly boundary of said Road to the point-of-beginning.

All shorelands of the second class, owned by the State of Washington, situate in front of, adjacent to or abutting upon that part of Government Lot 4, Section 7, Township 34 North, Range 2 East of the Willamette Meridian, measured along the meander line as follows:

Beginning at the point of intersection of the East line of said Government Lot 4 with said meander line and running thence North 40° West, 2.44 chains, more or less, to an angle point in said meander line;
thence North, 84° West, 3.50 chains and South, 67-1/2° West, 4.06 chains to the terminal point of this description with a frontage of 10.00 lineal chains, more or less, measured along the meander line according to a certified copy of the Government field notes of the survey thereof on file in the office of the Commissioner of Public Lands of Olympia, Washington;

EXCEPT that portion lying within the East 450 feet of said Government Lot 4;

ALSO EXCEPT that portion lying within the West 605 feet of said Government Lot 4.

Situate in Skagit County, Washington.

- END OF EXH



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