

WHEN RECORDED RETURN TO:
JAMES E. ANDERSON P.S.
P.O. BOX 727
ANACORTES, WA 98221



200701050023

Skagit County Auditor

1/5/2007 Page 1 of 4 9:08AM

LICENSE AGREEMENT

GRANTORS: DON G. LOFGREN and KAYE LOFGREN, husband and wife, and
DAVID T. MALSEED and DEANNA K. MALSEED, husband and wife

GRANTEES: DON G. LOFGREN and KAYE LOFGREN, husband and wife, and
DAVID T. MALSEED and DEANNA K. MALSEED, husband and wife

LEGAL DESCRIPTION:

PARCEL ONE:

Lots 41 and 42, "SKYLINE NO. 3", according to Plat recorded in Volume 9 of Plats, pages 54 and 55, records of Skagit County Washington, and excepting a portion of said Lot 41 as described in the full legal description on page 4 of this agreement.

TAX PARCEL NOS. P59146 and P59147

PARCEL TWO:

Parcel "A": Tract A, "SKYLINE NO. 3", according to the plat thereof recorded in Volume 9 of Plats, pages 54 and 55, records of Skagit County, Washington, described as follows:

Parcel "B": Commencing at the North corner of said Lot 41; thence Southerly to a point on the Southwesterly line of said lot, which is 58.91 feet Southeasterly of the Southerly corner of Tract A of said "SKYLINE NO. 3"; thence Northwesterly along the Southwesterly line of Lot 41, a distance of 58.91 feet to the Southerly corner of Tract A; thence North 36°13'49" East 90.77 feet to the point of beginning.

TAX PARCEL NO. P59214

RECITALS:

A. DAVID T. MALSEED and DEANNA K. MALSEED, husband and wife (hereinafter "MALSEED") are the owners of the real property referred to as Parcel One above; and

B. DON G. LOFGREN and KAYE LOFGREN, husband and wife (hereinafter "LOFGREN") are the owners of the property referred to in Parcel Two above; and

C. There is vegetation, trees and bushes (hereinafter "vegetation") along the boundary lines between Parcel One and Parcel Two which encroach onto both the MALSEED and LOFGREN properties as well as minor pathways for the purposes of access to and from Parcels One and Two and MALSEED and LOFGREN are in agreement that neither party wants the encroachment onto their respective property and/or the right of access onto one another's property to result in "adverse possession" or a "prescriptive easement"; and

NOW THEREFORE, in consideration of the mutual benefits inuring to the parties hereto they covenant and agree as follows:

1. That MALSEED grants unto LOFGREN, and LOFGREN grants unto MALSEED, a license to allow any vegetation to extend onto their respective properties and the right to use "pathways" on their respective boundary lines for the purposes of ingress and egress along said boundary lines.

2. That the parties agree that the license rights that either party obtains as a result of this agreement or by past, present, and future usage, shall not ripen into any right of adverse possession or prescriptive easement.

3. Either party to this agreement may revoke this license agreement by filing a "revocation of license agreement", and in that event, both parties shall remove any of their vegetation which encroaches onto the other party's property within thirty (30) days of receiving notice of the filing of said revocation and both parties shall cease using the pathways to access the other party's property.

4. This agreement shall be binding upon the heirs, successors and assigns of MALSEED and LOFGREN and shall run with the land.

DATED this 4 day of JANUARY, 2007.

David T. Malseed
DAVID T. MALSEED

Deanna K. Malseed
DEANNA K. MALSEED

Don G. Lofgren
DON G. LOFGREN

Kaye Lofgren
KAYE LOFGREN

LICENSE AGREEMENT - 2



200701050023
Skagit County Auditor

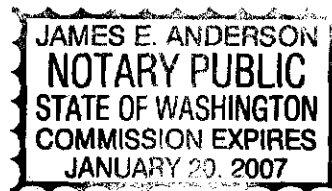
1/5/2007 Page 2 of 4 9:08AM

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that DAVID T. MALSEED and DEANNA K. MALSEED signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: JANUARY 4, 2007

James E. Anderson
Notary Public in and for the State
of Washington, residing at: ANACORTES
My appointment expires: 1/20/07

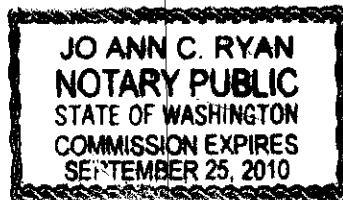


STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that DON G. LOFGREN and KAYE LOFGREN signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: JANUARY 3, 2007

Jo Ann C. Ryan
Notary Public in and for the State
of Washington, residing at: Anacortes
My appointment expires: 9-25-10



POOR ORIGINAL

Lot 41, "SKYLINE NO. 3", according to Plat recorded in Volume 9 of Plats, pages 54 and 55, records of Skagit County, Washington.

EXCEPT the following described portion of Lot 41, above referred, to wit:

Commencing at the North corner of Lot 41, "SKYLINE NO. 3", according to Plat recorded in Volume 9 of Plats, pages 54 and 55, records of Skagit County, Washington; thence Southerly to a point on the Southwesterly line of said lot, which is 58.91 feet Southeasterly of the Southerly corner of Tract "A" of "SKYLINE DIVISION NO. 3"; thence Northwesterly along the Southwesterly line of Lot 41, 58.91 feet to the Southerly corner of Tract "A"; thence /90.77 feet to the point of beginning. /NORTH 34°13'49" EAST,