

Return Address:
LAND TITLE OF SKAGIT COUNTY
P.O. Box 445
111 E. George Hopper Rd.
Burlington, WA 98233



201004050236
Skagit County Auditor

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LAND TITLE OF SKAGIT COUNTY

13553032

Document Title(s) (for transactions contained therein):

1. Permissive Use Agreement
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:
(on page of documents(s))

Grantor(s)

1. Harold N. Schot
2. Julie A Lewis-Schot
- 3.
- 4.

Additional Names on page of document.

Grantee(s)

1. Steven Mcchesney
2. Antoinette Mcchesney
- 3.
- 4.

Additional Names on page of document.

Legal Description (abbreviated i.e. lot, block, plat or section, township, range)

Lt 6 Assessor's Plats Bergman's
Lake Mc Murray tracts

Additional legal is on page of document.

Assessor's Property Tax Parcel/Account Number

P61935 + P18336

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.

LAND TITLE OF SKAGIT COUNTY

PERMISSIVE USE AGREEMENT

Parcel Numbers P-61935 and P-61934

Lots 6 and 7, Assessor's Plat of Bergman's Lake McMurray Tracts

WHEREAS, **Harald N. Schot and Julie A. Lewis-Schot**, (hereinafter referred to as "**Schot**") are the owners of the following described property as husband and wife:

Lot 6, "ASSESSOR'S PLAT OF BERGMAN'S LAKE McMURRAY TRACTS," as per plat recorded in Volume 8 of Plats, page 89, records of Skagit County, Washington.

Together With that portion of the Burlington Northern Railroad Company right of way, conveyed by deed recorded under Auditor's File No. 8702180078, records of Skagit County, Washington, lying between the East and West lines extended Northerly, of the above-described Lot 6 of said plat: Situated in the County of Skagit, State of Washington and;

WHEREAS, **Steven McChesney and Antoinette McChesney**, (hereinafter referred to as "**McChesney**") are the owners of the following described property as husband and wife and are the successors in interest to the ownership of **John Raymond Hollo and Linda Marie Hollo as Trustees of the Hollo Family Trust** (hereinafter referred to as "**Hollo**") :

Lot 7, "ASSESSOR'S PLAT OF BERGMAN'S LAKE McMURRAY TRACTS," as per plat recorded in Volume 8 of Plats, page 89, records of Skagit County, Washington.

Together With that portion of the Burlington Northern Railroad Company right of way, conveyed by deed recorded under Auditor's File No. 8702180078, records of Skagit County, Washington, lying between the East and West lines extended Northerly, of the above-described Lot 7 of said plat: Situated in the County of Skagit, State of Washington and;

WHEREAS, for a number of years **Schot** has given permission to **Hollo** to cross the East portion of the **Schot** property for purposes of ingress and egress to the **Hollo** property, and;

WHEREAS, for a number of years **Hollo** has also given permission to **Schot** to use the driveway appurtenant to the property owned by **Hollo** for purposes of ingress and egress by propane delivery companies to the **Schot** property, and;

WHEREAS, **Hollo**, has now sold said Lot 7 to **McChesney**, and the parties desire to resolve any questions concerning access to the **McChesney** property, and to remove any possible claims of adverse possession between the parties or their successors in interest;

WHEREAS, **McChesney** desire to resolve any questions concerning title to their property, and to remove any possible claim of adverse possession by **Schot** or their successors in interest;

WHEREAS, **Schot** desire to resolve any questions concerning title to their property, and to remove any possible claim of adverse possession by **McChesney** or their successors in interest;

NOW THEREFORE, the parties hereby agree as follows:

McChesney to Schot

(1.) For and in consideration of the continued use of that portion of the **Schot** property by **McChesney** for access to **McChesney** property, **Steven McChesney and Antoinette McChesney** hereby agree that the use of **Schot's** property by **McChesney**, their licensees, invitees and successors in interest, as access to **McChesney** property, is permissive in nature and is not adverse to the right, title and interest of **Harald N. Schot and Julie A. Lewis-Schot**, and their successors in interest.

The permissive use referred to herein is limited to ingress and egress to the **McChesney** property, the legal description of which is set forth above, and is for the use of an existing access road or driveway over and across the East portion of the **Schot** property, legally described above.



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PERMISSIVE USE AGREEMENT

**Parcel Numbers P-61935 and P-61934
Lots 6 and 7, Assessor's Plat of Bergman's Lake McMurray Tracts**

WHEREAS, **Harald N. Schot and Julie A. Lewis-Schot**, (hereinafter referred to as "**Schot**") are the owners of the following described property as husband and wife:

Lot 6, "ASSESSOR'S PLAT OF BERGMAN'S LAKE McMURRAY TRACTS," as per plat recorded in Volume 8 of Plats, page 89, records of Skagit County, Washington.

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WHEREAS, **Steven McChesney and Antoinette McChesney**, (hereinafter referred to as "**McChesney**") are the owners of the following described property as husband and wife and are the successors in interest to the ownership of **John Raymond Hollo and Linda Marie Hollo as Trustees of the Hollo Family Trust** (hereinafter referred to as "**Hollo**") :

Lot 7, "ASSESSOR'S PLAT OF BERGMAN'S LAKE McMURRAY TRACTS," as per plat recorded in Volume 8 of Plats, page 89, records of Skagit County, Washington.

Together With that portion of the Burlington Northern Railroad Company right of way, conveyed by deed recorded under Auditor's File No. 8702180078, records of Skagit County, Washington, lying between the East and West lines extended Northerly, of the above-described Lot 7 of said plat: Situated in the County of Skagit, State of Washington and;

WHEREAS, for a number of years **Schot** has given permission to **Hollo** to cross the East portion of the **Schot** property for purposes of ingress and egress to the **Hollo** property, and;

WHEREAS, for a number of years **Hollo** has also given permission to **Schot** to use the driveway appurtenant to the property owned by **Hollo** for purposes of ingress and egress by propane delivery companies to the **Schot** property, and;

WHEREAS, **Hollo**, has now sold said Lot 7 to **McChesney**, and the parties desire to resolve any questions concerning access to the **McChesney** property, and to remove any possible claims of adverse possession between the parties or their successors in interest;

WHEREAS, **McChesney** desire to resolve any questions concerning title to their property, and to remove any possible claim of adverse possession by **Schot** or their successors in interest;

WHEREAS, **Schot** desire to resolve any questions concerning title to their property, and to remove any possible claim of adverse possession by **McChesney** or their successors in interest;

NOW THEREFORE, the parties hereby agree as follows:

McChesney to Schot

(1.) For and in consideration of the continued use of that portion of the **Schot** property by **McChesney** for access to **McChesney** property, **Steven McChesney and Antoinette McChesney** hereby agree that the use of **Schot's** property by **McChesney**, their licensees, invitees and successors in interest, as access to **McChesney** property, is permissive in nature and is not adverse to the right, title and interest of **Harald N. Schot and Julie A. Lewis-Schot**, and their successors in interest.

The permissive use referred to herein is limited to ingress and egress to the **McChesney** property, the legal description of which is set forth above, and is for the use of an existing access road or driveway over and across the East portion of the **Schot** property, legally described above.

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(1.) For and in consideration of the continued use of that portion of the **McChesney** driveway by **Schot** for purposes of ingress and egress by propane delivery companies to the **Schot** property, **Harald N. Schot and Julie A. Lewis-Schot** hereby agree that the use of **McChesney's** driveway by **Schot**, their licensees, invitees and successors in interest, for purposes of ingress and egress by propane delivery companies to the **Schot** property, is permissive in nature and is not adverse to the right, title and interest of **Steven McChesney and Antoinette McChesney**, and their successors in interest.

The permissive use referred to herein is limited to the purposes of ingress and egress across the **McChesney** driveway by propane delivery companies to the **Schot** property, the legal description of which is set forth above, and is solely for the use of the appurtenant existing driveway over and across the **McChesney** property, legally described above.

(2.) The permission granted herein is personal to **Schot**, does **NOT** run with the land, and shall automatically terminate without further notice upon any sale, contract of sale, assignment, or transfer or any rights, whether voluntary or involuntary, by **Schot**, to their property.

DATED this 2ND day of APRIL, 2010.

Harald N. Schot

Julie A. Lewis-Schot

Steven McChesney

Antoinette McChesney

STATE OF WASHINGTON }
)ss
COUNTY OF SKAGIT }

I certify that I know or have satisfactory evidence that _____ is/are the person(s) who appeared before me, and said persons acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this ____ day of _____, 2010.

Notary Public in and for the
State of Washington, residing at _____

My appointment expires _____.

STATE OF WASHINGTON }
)ss
COUNTY OF ~~SKAGIT~~ KING }

I certify that I know or have satisfactory evidence that Steven and Antoinette McChesney is/are the person(s) who appeared before me, and said persons acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

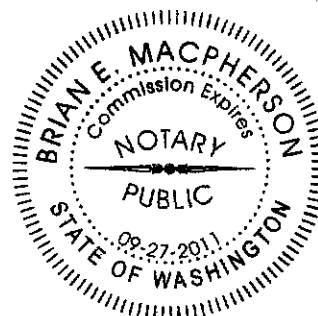
Dated this 2nd day of April, 2010.

[Signature]
Notary Public in and for the
State of Washington, residing at _____

My appointment expires 9/27/14



201004050236
Skagit County Auditor



(2.) The permission granted herein is personal to **McChesney**, does **NOT** run with the land, and shall automatically terminate without further notice upon any sale, contract of sale, assignment, or transfer or any rights, whether voluntary or involuntary, by **McChesney**, to their property.

Schot to McChesney

(1.) For and in consideration of the continued use of that portion of the **McChesney** driveway by **Schot** for purposes of ingress and egress by propane delivery companies to the **Schot** property, **Harald N. Schot and Julie A. Lewis-Schot** hereby agree that the use of **McChesney's** driveway by **Schot**, their licensees, invitees and successors in interest, for purposes of ingress and egress by propane delivery companies to the **Schot** property, is permissive in nature and is not adverse to the right, title and interest of **Steven McChesney and Antoinette McChesney**, and their successors in interest.

The permissive use referred to herein is limited to the purposes of ingress and egress across the **McChesney** driveway by propane delivery companies to the **Schot** property, the legal description of which is set forth above, and is solely for the use of the appurtenant existing driveway over and across the **McChesney** property, legally described above.

(2.) The permission granted herein is personal to **Schot**, does **NOT** run with the land, and shall automatically terminate without further notice upon any sale, contract of sale, assignment, or transfer or any rights, whether voluntary or involuntary, by **Schot**, to their property.

DATED this 5th day of ~~March~~, 2010.

Harald N. Schot

Julie A. Lewis-Schot

Steven McChesney

Antoinette McChesney

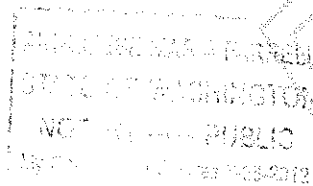
STATE OF WASHINGTON }
)ss
COUNTY OF SKAGIT }

I certify that I know or have satisfactory evidence that Harald N. Schot and Julie A. Lewis-Schot is/are the person(s) who appeared before me, and said persons acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this 5th day of April, 2010.

Notary Public in and for the
State of Washington, residing at
La Conner

My appointment expires 6/28/12.



Skagit County Auditor