

WHEN RECORDED RETURN TO:

Joel and Tami Hylback
19591 Snowden Lane
Mount Vernon, WA 98274

LAND TITLE OF SKAGIT COUNTY

137433-SE



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Skagit County Auditor

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DOCUMENT TITLE(S):

License Agreement for Use and Occupation of Property

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

137433-SE

GRANTORS:

JOEL HYLBACK and TAMI HYLBACK, husband and wife

GRANTEE:

Mark James Coker and Kozuru Coker, husband and wife

ABBREVIATED LEGAL DESCRIPTION:

Ptn S 1/2 Of 20-33-4 E W.M. (Aka Lot C1, Revised SP PL00-0301)

TAX PARCEL NUMBER(S):

330420-4-006-0600, P116061

LICENSE AGREEMENT
FOR USE AND OCCUPATION OF PROPERTY

THIS AGREEMENT is made this 25th day of October, 2010, by and between **JOEL HYLBACK** and **TAMI HYLBACK**, husband and wife ("Grantor"), owners of Lot C-1 of Short Plat No. PL 00-0301 legally described on **Exhibit A** attached hereto and incorporated herein by this reference (hereafter "Lot C-1"), and **MARK JAMES COKER** and **KOZURU COKER**, husband and wife ("Grantee"), owners of Lot C-2 of Short Plat No. PL 00301 legally described on **Exhibit B** attached hereto and incorporated herein by this reference (hereafter "Lot C-2").

RECITALS

WHEREAS, a drain field easement exists on Lot C-1 for the benefit of the Grantee and Lot C-2 as depicted on the map attached as **Exhibit C** and incorporated herein by this reference, and

WHEREAS, the Grantee has erected on the drain field easement area an enclosure for animals (Expanded Use) covering approximately one-half (1/2) of the area dedicated for the drain field easement, and

WHEREAS, the Grantor currently has, and in the past has had, no objection to the use of the drain field easement area consistent with the Expanded Use, and

WHEREAS, the Grantor and Grantee desire by this Agreement to acknowledge that the Expanded Use of the drain field easement area by the Grantee is consensual and permissive and subject to revocation as provided in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises herein and ten dollars (\$10), the Grantor and Grantee agree as follows:

1. **Grant of License.** The Grantor hereby grants to the Grantee a license to use and occupy the area within the Grantee's drain field easement area currently housing the Grantee's containment fence and shed. The Grantee shall exercise their rights granted under this license in a manner so as to minimize and avoid any interference with the use of Lot C-1 by the Grantor or the Grantor's successors in interest.

2. **Grantor Restrictions.** Notwithstanding the fact that the above-described easement is "non-exclusive", Grantor shall not allow Grantor's livestock within the Grantee Drain field Easement area.

3. **Compliance with Laws and Rules.** The Grantee shall at all times exercise the rights and privileges hereunder in accordance with the requirements (as from time to time amended) of all applicable statutes, orders, rules and regulations of any public authority having jurisdiction, including but not limited to Skagit County.

4. **Termination.** This license is revocable at the will of the Grantor, their successors and assigns, by written notification to the Grantee. The Grantee shall remove their containment fence, shed and any other structures within thirty (30) days of receiving written notice by the Grantor of their intent to terminate the license, and the Grantee shall leave the same in a clean and unimproved state. The removal and restoration of the property shall be done at the sole cost and expense of the Grantee in a manner satisfactory to the Grantor. Further, on termination of the license, the Grantee agrees to promptly provide the Grantor, upon request, with a quit claim deed in a form sufficient to acknowledge the termination of this license and to release and extinguish any and all claims and rights to and in Lot C-1 based on the Grantee's occupation and use of Lot C-1 prior to termination.

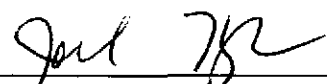
5. **Sale of Lot C-1.** This license is entered into by both the Grantor and Grantee with the knowledge that the Grantor may sell and convey Lot C-1. The permissive use granted hereunder shall continue, subject to the right of termination in paragraph 3, notwithstanding the sale and conveyance of Lot C-1.

6. **No release of obligations.** No termination of this Agreement shall release the Grantee from any liability or obligation with respect to any matter occurring prior to such termination, nor shall such termination release the Grantee of its obligation and liability to remove the containment fence, shed and any other structures as required in paragraph 3 above.

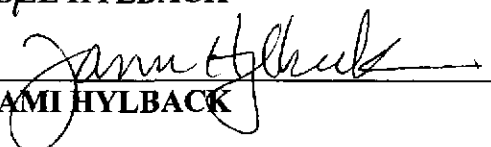
7. **Assignment.** Grantee shall not assign its rights hereunder without prior written consent of the Grantor, which consent may be withheld in the Grantor's sole discretion.

8. **Successors.** The rights and obligations of the parties herein shall inure to the benefit of, and shall be binding upon, their respective successors and assigns.

GRANTORS:

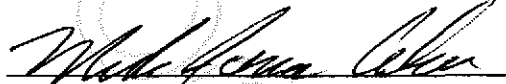


JOEL HYLBACK

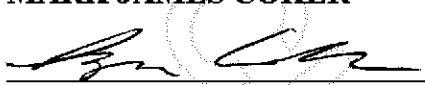


TAMI HYLBACK

GRANTEES:



MARK JAMES COKER



KOZURU COKER

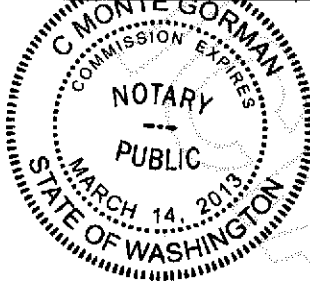


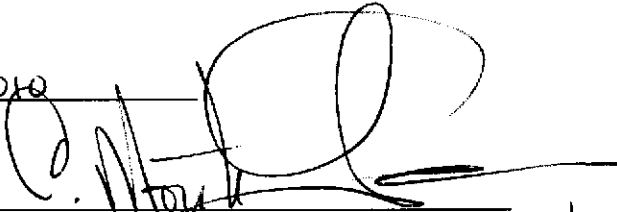
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STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that MARK COKER and KOZURU COKER are the persons who appeared before me and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: 25 OCTOBER 2010

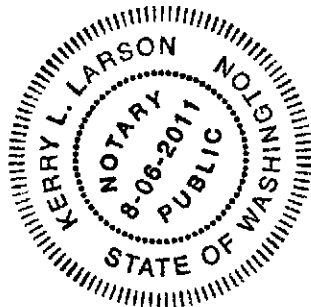


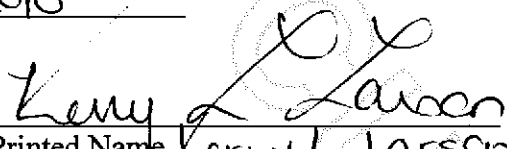

Printed Name C. MONTE GORMAN
NOTARY PUBLIC
in and for the State of Washington.
My commission expires: 14 MARCH 2013

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that JOEL HYBACK and TAMI HYBACK are the persons who appeared before me and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: November 4, 2010




Printed Name Kerry L. Larson
NOTARY PUBLIC
in and for the State of Washington.
My commission expires: 8-6-11



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EXHIBIT A
(Legal Description of Lot C-1)

Abbreviated Legal: C-1 as shown on Alteration of Short Plat (Ca. R D) PL # 00-0301, rev. (Auditor's File No. 200403290214).

Legal Description:

Lot C-1 of Short Plat No. PL00-0301, approved September 12, 2000, under Auditor's File No. 200009150019 and being a portion of lot "C" of Short Plat No. 99-0016 approved October 28, 1999, recorded October 28, 1999, as Auditor's File No. 199910280103, records of Skagit County, Washington and being a portion of Lot 3 of Short Plat No. 93-011 in the South ½ of Section 20, Township 33 North, Range 4 East, W.M.

TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over, under and across Snowden Lane as shown on the face of said Short Plat No. 93-011.

ALSO, TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over, under and across that portion of Lots 1 and 4 of Short Plat No. 93-011, lying Westerly of the Westerly line of Franklin Road as shown on the face of the Short Plat No. 93-011.

ALSO, TOGETHER WITH a non-exclusive easement for ingress, egress and utilities over, under and across a strip of land 50 feet wide, being 25 feet wide on each side of the centerline of the railroad of the English Lumber Company, as the same has heretofore been surveyed, staked out and established upon, over and across the South ½ of the Northwest ¼ and the Northeast ¼ of the Northwest ¼ of Section 29, Township 33, Range 4 East, W.M., lying Northeasterly of the Northeasterly line of Cedardale Road

Situate in Skagit County, Washington.



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EXHIBIT B
(Legal Description of Lot C-2)

Lot C2 of Short Plat #00-0301 as described in that certain Quit Claim Deed dated June 25, 2002, and recorded on June 28, 2002, under Skagit County Auditor's File No. 200206280061.

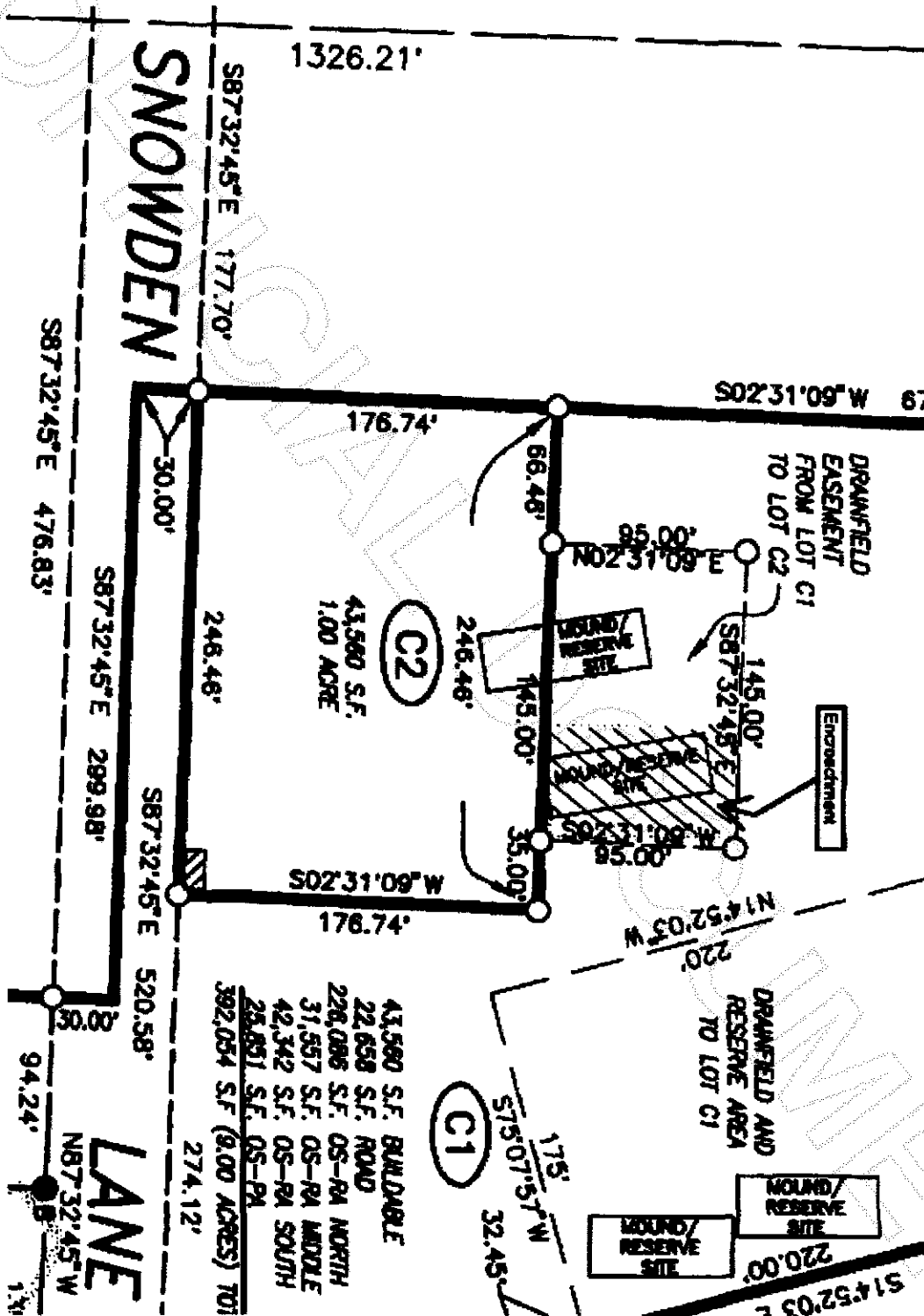
Situate in Skagit County, Washington.



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EXHIBIT C
(Map Showing Drain Field Easement)



LICENSE AGREEMENT FOR USE AND OCCUPATION OF PROPERTY



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