



201012030130

Skagit County Auditor

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## **LICENSE AGREEMENT FOR WATERLINE AND USE OF WATER FROM WELL**

Reference Nos.: 200109190043/200707100103  
Section, Township and Range: Section 3, T35N, R2E

Grantor/Licensor: Hallie B. Tanha  
Licensee: Jimmy L. Jalbert and Cathy  
Jalbert

Tax Parcel No./Account No.: 3999-000-020-0102/P69156  
3999-000-020-0011/P69155

This License ("License") is executed by Hallie B. Tanha ("Tanha"), for the benefit of Jimmy L. Jalbert and Cathy Jalbert, ("Jalbert") who hereby acknowledge this License and hereby agree to be bound by its terms.

### **I. RECITALS**

- 1.1 Tanha own the following land on Guemes Island, Skagit County, Washington legally described on attached Exhibit A ("Tanha Property").
- 1.2 Jalbert owns the following land on Guemes Island, Skagit County, Washington legally described on attached Exhibit B ("Jalbert Property").
- 1.3 Located on Grantor's Property is a well constructed by Grantor's predecessor in interest in 1969. This well served a number of neighboring properties until Skagit County officials required that the other properties to each install individual wells. Currently Grantor's Property and Jalbert's Property and one other adjacent property, are using the water from said well. It is uncertain whether the other properties, except for Grantor's Property, will continue in the future to be authorized by Skagit County officials to use water from the well on Grantor's Property.
- 1.4 In 1969, Tanha's predecessor's in interest gave oral permission for Jalbert's predecessor's in interest to construct a waterline and use water from a well located on the Tanha Property.

1.4 Tanha has continued to permit Jalbert to utilize the well as their primary water source but requires that the oral agreement to be reduced to a License Agreement as set forth herein and recorded to protect the interests of both parties.

1.5 It is the intent of Tanha to set forth herein a formal record that Jalbert may continue to use water through the waterline from the well on the Tanha Property for the Jalbert's benefit until this License is terminated in accordance with the terms set forth herein.

**NOW, THEREFORE,** in consideration of the right to maintain the existing waterline and continue to withdraw water from the well on the Tanha Property by Jalbert and the waiver by Jalbert of any prescriptive or adverse possession rights they may have with respect to the waterline and water from the well, the value of which is hereby acknowledged by both Tanha and Jalbert, the undersigned agree as follows:

## **II. LICENSE TERMS AND CONDITIONS**

2.1 **Terms of License.** Tanha grants Jalbert the right to take a limited amount of water for their daily household use, as defined herein as fifty(50) gallons per day from the well located on the Tanha Property until Tanha revokes this License by recording a document with the Skagit County Auditor's Office terminating/revoking this License. Upon termination/ revocation of this license, Jalbert or their heirs, successors or assigns shall appropriately "cap off" or otherwise cease to use or access the well including the removal of the waterline, to the satisfaction of Tanha or her successors in interest, within sixty (60) days of the date of the termination/revocation of this License unless Tanha has provided written approval that certain improvements shall remain. Except for improvements that are expressly approved to remain on the Tanha Property, all improvements not approved to remain shall be removed by Jalbert at Jalbert's sole cost. Upon termination of this License, the Tanha Property shall be returned to the same condition as it was in October 2010, less reasonable wear and tear, at Jalbert's sole expense, unless Tanha directs otherwise in writing.

2.2 **Other Conditions.** This License is subject to the following conditions:

1. **2.2.1 Waterline Scope and Limitations.** Licensee shall provide to Grantor the exact location of said waterline and said actual location shall constitute the centerline of the License. The License shall be five feet in width across the Grantor's Property. In order to maintain and repair such waterline, a reasonable wider area may be utilized provided that the property is restored to previous condition by Licensee at the conclusion of any repair or maintenance work. Licensee is limited to not more that seventy (70) gallons of water per day as normal indoor household use. No outdoor water use is authorized. Grantor may install a



meter on the water line or well to monitor such use. If Licensee exceeds the above amount over a period of one week (490 gallons), or uses the water for outdoor use, then Grantor may revoke, at Grantor's sole discretion, this License.

**2.2.2 Right of Inspection.** The Licensee shall have the right at all times to enter upon Grantor's property described above for the purpose of inspecting, maintaining, improving, repairing, and locating the waterline, but the waterline itself may not be moved from its current location without the express written permission of Grantor, her successors and assigns.

**2.2.3 Costs.** The cost of any inspection, maintenance, repair, construction, of any improvements thereto shall be borne solely by Licensee.

**2.2.4 Compliance with Laws and Rules.** Licensee herein shall at all times exercise his rights herein in accordance with the requirements (as from time to time amended) and all applicable statutes, orders, rules and regulations of any public authority having jurisdiction.

**2.2.5 Access Retained by Grantor.** Licensee shall make provisions satisfactory to Grantor for continued access by Grantor along, over and across the waterline area on Licensee's Property for Grantor's inspection.

**2.3 Indemnity for Injuries to Others.** Jalbert shall and hereby does agree to indemnify and hold harmless Tanha, her heirs, successors and assigns, from any and all liability for injuries to all persons with respect to the use of the waterline and water from the Tanha Property by Jalbert provided that such injuries are not caused by the negligence or intentional acts of Tanha, her agents, successors, and assigns.

**2.4 Waiver of Adverse Possession, Prescriptive Easement and/or Any Other Rights with Respect to Water.** During the period of this license, which the Parties hereby agree began in 1969, Jalbert hereby waives any and all rights they have to adverse possession, for prescriptive easement and/or any other possessory or ownership right to any portion of the Tanha Property or rights to use water from the well on the Tanha Property..

**2.5 Duration of License and/or Conditions of Revocation of License.** This License shall be and remain in force from the date of this License until it is terminated or revoked by Tanha, her heirs, successors, and/or assigns under any of the following conditions: (1) Jalbert sells or transfers their interest or any part of their interest in the Jalbert Property, or (2) Skagit



County or some other governmental agency with authority and jurisdiction requires that Jalbert cease using the Tanha well and install their own well, at which time this license will automatically terminate. The Parties agree that the recording of a one page document terminating this License by Tanha will be sufficient evidence of the termination of this License. Tanha will provide a copy of the recorded document to jalbert as further notice of the termination /revocation of this License.

- 2.6 **License is Personal.** This license is personal to Jalbert and the benefits, burdens, and covenants created by this document herein shall **not** be deemed to run with the land and bind, benefit, and burden the Tanha property or benefit the Jalbert property other than to the extent set forth herein in this License. .
- 2.7 **Merger Entire License.** All Licenses and understandings between Tanha and Jalbert, individually and collectively, relating directly or indirectly to this License are embodied and expressed in this License. There are no verbal or other Licenses which modify or effect this License.
- 2.8 **Counterparts.** This License may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, that all such counterparts shall constitute one License.
- 2.9 **Attorney's Fees.** In the event that any party should attempt to enforce this License or any terms of this License through legal action, each party shall pay its own attorney's fees and costs. The venue for any dispute to this License shall be Skagit County, Washington. The License shall be made in and governed by and interpreted in accordance with the laws of Washington State.
- 2.10 **To Sign Authority.** By executing this License, all individuals represent and warrant that they have read the License, understand and agree with its contents, and are competent to execute this License.
- 2.11 **Effective Date.** This License shall be effective and binding on each party retroactive to November 13, 2009, the day Jalbert acquired interest in the Jalbert property.

Grantor:

  
HALLIE B. TANHA

12-03-, 2010



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Licensee Acknowledgment and Agreement:

Jimmy L. Jalbert  
JIMMY L. JALBERT

11/22/10, 2010

Cathy L. Jalbert  
CATHY JALBERT

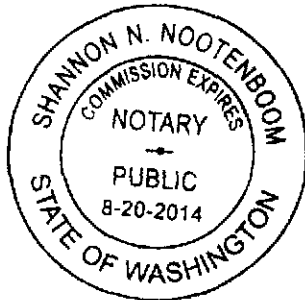
11.22.10, 2010

STATE OF WASHINGTON )

COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that Hallie B. Tanha, appeared before me, and acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for uses and purposes mentioned in the instrument.

Dated this 3 day of December, 2010.



Shannon Nootenboom  
Notary Public

(Print or Type name)

My Commission expires 8-23-2014

08-20-2014

STATE OF WASHINGTON )

COUNTY OF SKAGIT )

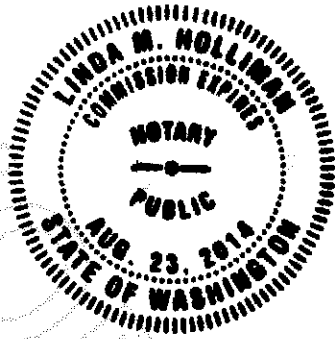
I certify that I know or have satisfactory evidence that Jimmy L. Jalbert, appeared before me, and acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for uses and purposes mentioned in the instrument.

Dated this 22<sup>nd</sup> day of November, 2010.



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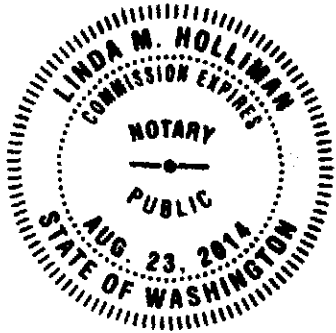
Linda M Holliman  
Notary Public

Linda M Holliman  
(Print or Type name)  
My Commission expires 8-23-14

STATE OF WASHINGTON )  
 )  
COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that Cathy Jalbert, appeared before me, and acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for uses and purposes mentioned in the instrument.

Dated this 22<sup>nd</sup> day of November, 2010.



Linda M Holliman  
Notary Public

Linda M Holliman  
(Print or Type name)  
My Commission expires 8-23-2014



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## **Exhibit A**

**Tax Parcel No. 3999-000-020--102  
7147 Upland Drive  
Anacortes, WA 98221**

**That portion of Lot 20, lying south of the line which is 150 feet north of and parallel to the south line of said Lot 20, "Shore Acres Addition to Guemes Island", according to the plat recorded in Volume 7 of Plats, Pages 90 and 91, records of Skagit County, Washington.**

**Subject, however, to provision contained in the dedication of said plat, as follows:**

**And do further dedicate to the present and future owners within Government Lot 3, Section 8, Township 35 North, Range 2 East, W.M., all of platted lot 13 for spring and/or other usages.**



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## **EXHIBIT B**

**Tax Parcel No. 3999-000-020-0011/P69155  
7135 Upland Drive  
Anacortes, WA 98221**

**Lot 20, "Shore Acres Addition to Guemes Island", according to the plat  
recorded in Volume 7 of Plats, Pages 90 and 91, records of Skagit County,  
Washington,**

**Except the South 150 feet thereof.**

**TOGETHER WITH an indeterminate interest to Lot 13 of said Plat of Shore  
Acres Addition to Guemes Island.**

**Situate in Skagit County, State of Washington**



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