

When recorded return to:

Barry Otterholt
12421 88th Place N.E.
Kirkland, WA 98034



201012140016
Skagit County Auditor

12/14/2010 Page 1 of 5 9:30AM

LICENSE AGREEMENT

Licensors: George W. Ploudre and Mary E. Ploudre, husband and wife;
Licensees: Barry Otterholt and Nancy L. Otterholt, husband and wife;
Reference Number of Document Assigned or Released: 9409210060
Abbreviated Legal: Lot 90, Block 1, Lake Cavanaugh Subdivision No. 3 and Lot 89, Block 1, Lake Cavanaugh
Division No 3, per plat recorded in Volume 6 of Plats, Pages 25 to 31 inclusive, records of
Skagit County, Washington
Tax Account No.s P66860, P66861

This License Agreement is made this 11th day of October, 2010 by and between George W. Ploudre and Mary E. Ploudre, husband and wife, (hereafter Ploudres), as Licensors and Barry Otterholt and Nancy L. Otterholt, husband and wife (hereafter Otterholts) as Licensees, for the purpose of memorializing the terms and conditions of a grant of a license to allow the continued encroachment of an appurtenance to the Otterholt's property onto the property of the Ploudres.

RECITALS

Whereas, Ploudres are the owners of that certain real property (hereinafter "Parcel A") legally described as set forth on "Exhibit A" which is attached hereto and made a part hereof; and

Whereas, Otterholts are the owners of that certain real property (hereinafter "Parcel B") legally described as set forth on "Exhibit A" which is attached hereto and made a part hereof; and

Whereas, the properties owned by the Ploudres and Otterholts share a common boundary. A survey recorded in Volume 11 of Surveys at page 171 under recording no. 9109090115 discloses improvements on the Otterholt property that encroach onto the Ploudre property. A subsequent survey dated August 4, 2010 under recording no. 201008040021 shows detail of the encroachments by stairway steps and decking appurtenant to the Otterholt property onto the Ploudre property.

Whereas, the Ploudre's have entered into a prior agreement with former owners of the Otterholt property to address the subject encroachments. That document was dated July 29, 1994 and recorded under recording no. 9409210060. It is the desire of the parties that this agreement replace and supersede the prior agreement.

Whereas, the encroachments depicted in the survey dated and recorded August 4th, 2010 have been cured except for the most southerly encroachment depicted on said survey measuring 1.10 feet at its widest point.

Whereas, the Ploudres are willing to grant a license to the Otterholts to allow for the continued encroachment of that portion of the Otterholt's deck and stairway structure onto the Ploudre's property.

AGREEMENT

Now Therefore, in consideration of the mutual covenants and obligations herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **License for Stairway and Deck** – Ploudres hereby grant to Otterholts, a license to use the property of the Ploudres upon which the encroaching stairway and deck exist. Said encroachment is southerly most encroachment being 1.10 feet in width as depicted on that certain survey recorded August 4, 2010 under recording no. 201008040021.
2. **Burden and Benefit**– this License burdens Parcel A and benefits Parcel B. It is a covenant running with the land and will be binding upon the parties hereto, their heirs, successors and assigns until terminated according to the terms herein.
3. **Limitation of License** – Otterholt may maintain the existing encroachment in its present location, but may not change the location, or in any manner extend the encroachment, without the express written permission of Ploudre. Otterholt may not cut trees or vegetation on the Ploudre property in the vicinity of the encroaching structure without the express written permission of Ploudre.
4. **Indemnification** – Otterholts shall indemnify and hold Ploudres harmless from and against any and all liability, loss, damage, expenses, actions and claims of any kind or nature whatsoever, including costs and a reasonable attorneys' fee incurred or arising from the use or maintenance of the encroaching structure by Otterholts, their guests or invitees.
5. **Replace and Supersede Prior Agreement** – Ploudres and Otterholts being owners of the properties that were the subject of an earlier agreement in this regard dated July 29, 1994 and recorded under recording no. 9409210060 hereby memorialize their intent and agreement to terminate that previous agreement and cause it to be replaced and superseded by this License Agreement.
6. **Termination of License** – Ploudres shall have the right, in their sole discretion, to terminate the license granted herein provided Otterholts are given 30 days written notice of such termination. A decision to terminate may be the result of Otterholts failure to comply with or abide by a provision herein. Ploudre's waiver of any breach of a term or condition by Otterholt shall not constitute a waiver of future noncompliance with a term or provision of this agreement.

In the event of termination Otterholt shall peacefully remove the encroaching structure or structures and return the land upon which structure was located to its natural state to the extent possible. Should return of the land to a natural state not be undertaken by Otterholt then Ploudre shall have the right to make necessary expenditures to accomplish that goal and may seek recovery from Otterholt for expenses incurred in the same manner in which Mechanic's Liens are enforced under RCW 60.04, et seq.
7. **Attorneys' Fees and Venue** – In the event of a legal action arising out of the interpretation or enforcement of this Easement Agreement, the prevailing party shall be entitled to recover all costs and disbursements incurred including a reasonable attorneys' fee. It is agreed that the venue of any legal action will be in the Superior Court of Skagit County, Washington.



8. **Entire Agreement** – This agreement constitutes the entire agreement between the parties hereto. It incorporates and supersedes any and all prior agreements and negotiations. This agreement may not be modified or supplemented in any manner without the express written agreement of both parties.

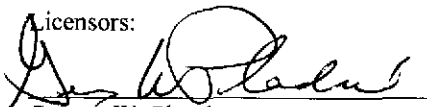
9. **Notices** – In the event that notice need be communicated to the parties their contact information is as follows:

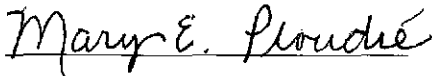
Licensors: George W. Ploudre and Mary E. Ploudre, husband and wife;
7171 NE 126th
Kirkland, WA 98034

Licensees: Barry Otterholt and Nancy L. Otterholt, husband and wife;
12421 88th Place N.E.
Kirkland, WA 98034

10. **Counterparts** – This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

In Witness Whereof, the parties hereto have executed this agreement on the date first written above.

Licensors:

George W. Ploudre


Mary E. Ploudre

STATE OF WASHINGTON
COUNTY OF KING

ss.

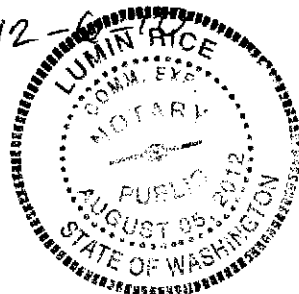
Licensees:

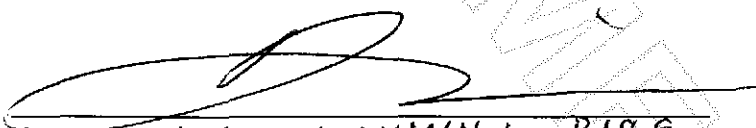
Barry Otterholt


Nancy L. Otterholt

I certify that I know or have satisfactory evidence that George W. Ploudre and Mary E. Ploudre, husband and wife (is/are) the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 12-5




Notary name printed or typed: LUMIN L. RICE
Notary Public in and for the State of WASHINGTON
Residing at KIRKLAND
My appointment expires: AUG 05, 2012



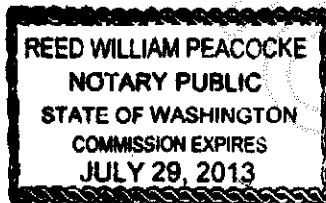
201012140016
Skagit County Auditor

STATE OF WASHINGTON
COUNTY OF KING

SS.

I certify that I know or have satisfactory evidence that Barry Otterholt and Nancy L. Otterholt, husband and wife, (is/are) the person(s) who appeared before me, and said person(s) acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 10/12/2010



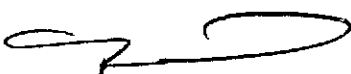

Notary name printed or typed: REED WILLIAM PEACOCKE
Notary Public in and for the State of WASHINGTON
Residing at 9805 N.E. 116th ST. KIRKLAND, WA 98034
My appointment expires: 07/29/2013



EXHIBIT A

Parcel A

Lot 90, Block 1, LAKE CAVANAUGH SUBDIVISION NO. 3, according to the plat thereof recorded in Volume 6 of Plats, pages 25 to 31, inclusive, records of Skagit County, Washington.

Parcel B

Lot 89, Block 1, LAKE CAVANAUGH SUBDIVISION NO. 3, according to the plat thereof recorded in Volume 6 of Plats, pages 25 to 31, inclusive, records of Skagit County, Washington.

