

FILED FOR RECORD AT THE  
REQUEST OF/RETURN TO:

Thomas Huseh  
1905 Skyline Way  
Anacortes, WA 98221



201303180203  
Skagit County Auditor

3/18/2013 Page 1 of 10 11:08AM

**LICENSE AGREEMENT  
FOR USE AND OCCUPATION OF PROPERTY**

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Grantor (s) THOMAS HSUEH and SHARRON M. HSUEH, husband and wife  
Licensee (s) WILLIAM JOHN CHOWANEC & CAROLYN HEALY  
CHOWANEC, individually and as trustees of the CHOWANEC  
REVOCABLE TRUST, u/t/d March 11, 1994  
Abbreviated Legals: P19582: Ptn NW ¼, NE ¼, S22, T34N, R1E, W.M.  
P19581: Tr 2, SP No. 107-80  
Additional Legal on page(s): 1,2  
Assessor's Tax Parcel Nos.: P19521, P19582

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THIS AGREEMENT is made this 7 day of FEB, 2013, by and between THOMAS HSUEH and SHARRON M. HSUEH, husband and wife, ("Licensors") and WILLIAM JOHN CHOWANEC & CAROLYN HEALY CHOWANEC, husband and wife, individually and as trustees of the CHOWANEC REVOCABLE TRUST, u/t/d March 11, 1994 (collectively the "Licensee").

**RECITALS**

WHEREAS, Licensors and Licensee own adjacent real property, and

WHEREAS, Licensors are the owners of the following described real property located in Skagit County, Washington hereinafter referred to as the Licensors' real property:

That portion of the Northwest ¼ of the Northeast ¼ of Section 22, Township 34 North, Range 1 East, W.M., lying Westerly of the right of way of the County road known as Rosario Road and Rosario Beach Road,

EXCEPT that portion described as follows:

Beginning at a point in the centerline of the Rosario Road which is South 89°29'25" West 1,490.1 feet along the Section line from the Northeast corner of said section; thence South 8°28'50" West 136.9 feet along the centerline of said road to the true point of beginning; thence North 81°31'10" West 180 feet; thence South 8°28'50" West a distance of 430 feet to the Southwesterly corner of that certain tract conveyed to Jerry R. Allen and Doris M. Allen, husband and wife, by deed recorded under Auditor's File No. 510987, records of Skagit County, Washington; thence South 81°31'10" East along the Southwesterly line of said Allen tract a distance of 180 feet to the centerline of said road; thence North 8°28'50" East a distance of 430 feet, more or less, to the true point of beginning.

Situate in the County of Skagit, State of Washington.

WHEREAS, the Licensee is the owner of the following described real property located in Skagit County, Washington hereinafter referred to as the Licensee's real property:

Tract 2 of SKAGIT COUNTY SHORT PLAT NO. 107-80, as approved June 12, 1982, and recorded July 12, 1982, in Volume 6 of Short Plats, page 1, under Auditor's File No. 8207120009, records of Skagit County, Washington; being a portion of the West Half of the Southwest Quarter of the Southeast Quarter of Section 15, Township 34 North, Range 1 East of the Willamette Meridian.

Situated in Skagit County, Washington.

WHEREAS, a survey has been recorded under Skagit County Auditor's File Number 201101100250 which shows that certain improvements associated with Licensee's real property consisting of a well house, two covered concrete pads, a chicken coop fence and a garden shed, constitute minor encroachments onto the real property of Licensors; and

WHEREAS, Licensors do not anticipate any use of their property in the near future which would conflict with the encroaching improvements; and

WHEREAS, Licensors do not wish to jeopardize their rights in their real property and also do not wish to require the Licensee to needlessly remove the improvements;

WHEREAS, the Licensors and Licensee desire by this Agreement to acknowledge that the encroachment of Licensee's improvements is consensual and permissive.

**NOW, THEREFORE**, for and in consideration of the mutual promises herein and ten dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Licensors and Licensee agree as follows:



1. **Grant of License.** The Licensors hereby grant to the Licensee a license to use and occupy those portions of the Licensors' real property located under the encroaching improvements as shown on page 2 of that certain survey by TMI Land Surveying, Inc., dated January 10, 2011 and recorded January 10, 2011 under Skagit County Auditor's File Number 201101100250 and also including that portion of Licensors' property located within fifty (50) feet of such encroachments.

2. **Compliance with Laws and Rules / Indemnification.** The Licensee 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. Licensee hereby agrees to indemnify and hold harmless Licensors, their successors and assigns, from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation any and all sums paid for settlement, claims, attorneys' fees, consulting and expert fees) which in any way relate to or arise out of the use of this License and/or the Licensors' real property by Licensee and/or Licensee's guests, invitees, licensees, contractors, agents and/or all other persons whose use of the Licensors' real property arises out of or is in any way related to this License.

3. **Assignment / Termination.** This license is entered into by both the Licensors and Licensee with the knowledge that the Licensee may sell and convey its real property. This License and the permissive use granted hereunder shall continue and shall transfer to any successor in interest to Licensee simultaneously with the transfer of Licensee's real property. Any successor in interest to the Licensee's real property shall be deemed to be the Licensee for the purposes of this License. Notwithstanding anything to the contrary and notwithstanding any transfer of Licensee's real property, this License shall be revocable at the will of the Licensors, their successors and assigns, by written notification to the Licensee sent to the address on record for the Licensee's property in the records of the Skagit County Assessor. In the event of termination of this License, the Licensee shall remove the encroaching improvements and any other structures within ninety (90) days of receiving written notice of termination of this License, and the Licensee shall leave the same in a clean and unimproved state. Further, on termination of this License, the Licensee agrees to promptly provide the Licensors, 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 the Licensors' real property based on the Licensee's occupation and use of the Licensors' real property prior to termination.

4. **No release of obligations.** No termination of this Agreement shall release the Licensee from any liability or obligation with respect to any matter occurring prior to such termination, nor shall such termination release the Licensee of its obligation and liability to remove the encroaching improvements identified above. Licensee hereby irrevocably waives any and all prescriptive rights, claims for adverse possession and any and all other claims of any nature whatsoever now existing or hereafter arising which in any way relate to or would affect any portion of Licensors' real property.

5. **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.



6. **Miscellaneous.**

This License shall be construed and governed by the laws of the State of Washington.

The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions hereof.

This License may not be modified or amended except by written agreement signed and acknowledged by all parties.

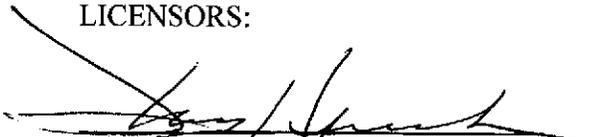
If by reason of any breach or default on the part of either party hereto it becomes necessary for the other party hereto to employ an attorney, then the non-breaching party shall have and recover against the other party in addition to costs allowed by law, reasonable attorneys' fees and litigation-related expenses. The non-breaching party shall be entitled to recover reasonable attorneys' fees and costs and expenses, as provided above, regardless of whether litigation is actually commenced, including fees and costs and expenses relating to bankruptcy, appeal or post judgment matters.

Each party hereto has had the opportunity to have this document reviewed by counsel of their choice. No interpretation of this document shall be made based upon which party drafted the document.

The parties hereto do hereby consent to jurisdiction and venue of the Superior Court of Skagit County, State of Washington.

THE PARTIES HEREBY ACKNOWLEDGE THAT THEY HAVE READ THIS DOCUMENT, UNDERSTAND ITS CONTENTS AND AGREE TO BE BOUND BY THE TERMS HEREOF.

LICENSORS:

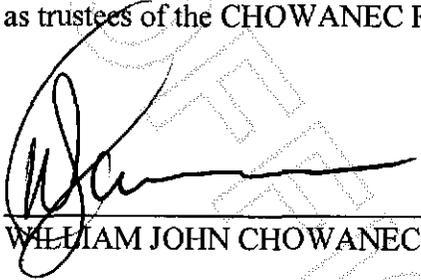
  
THOMAS HSUEH

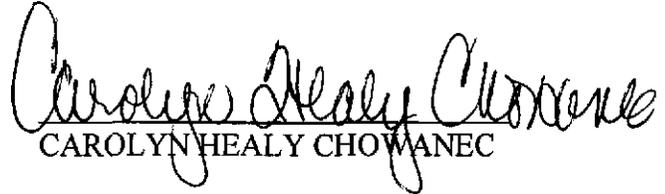
  
SHARRON M HSUEH



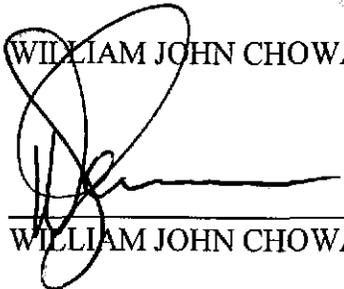
LICENSEE:

WILLIAM JOHN CHOWANEC & CAROLYN HEALY CHOWANEC, individually and as trustees of the CHOWANEC REVOCABLE TRUST, u/d March 11, 1994

  
WILLIAM JOHN CHOWANEC

  
CAROLYN HEALY CHOWANEC

WILLIAM JOHN CHOWANEC & CAROLYN HEALY CHOWANEC, individually

  
WILLIAM JOHN CHOWANEC

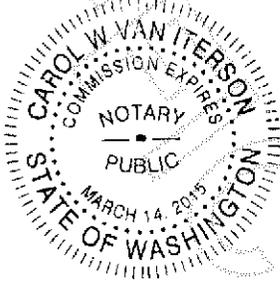
  
CAROLYN HEALY CHOWANEC





State of Washington )  
 ) ss  
County of Skagit )

I certify that I know or have satisfactory evidence that WILLIAM JOHN CHOWANEC is the person who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: 02/07/13  
Carol W. Van Iterson  
(Signature)  
NOTARY PUBLIC  
Carol W. Van Iterson  
Print Name of Notary  
My appointment expires: 3-14-15

State of Washington )  
 ) ss  
County of Skagit )

I certify that I know or have satisfactory evidence that CAROLYN HEALY CHOWANEC is the person who appeared before me and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

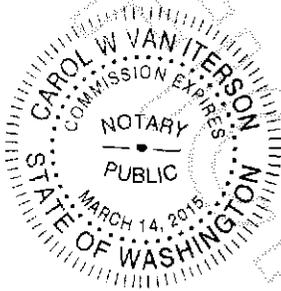
Dated: \_\_\_\_\_  
\_\_\_\_\_  
(Signature)  
NOTARY PUBLIC  
\_\_\_\_\_  
Print Name of Notary  
My appointment expires: \_\_\_\_\_



201303180203  
Skagit County Auditor

State of Washington )  
 ) ss  
County of Skagit )

I certify that I know or have satisfactory evidence that WILLIAM JOHN CHOWANEC is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as trustee of the CHOWANEC REVOCABLE TRUST, u/t/d March 11, 1994 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: 2/7/13  
Carol W Van Iterson  
(Signature)  
NOTARY PUBLIC  
Carol W Van Iterson  
Print Name of Notary  
My appointment expires: 3-14-15

State of Washington )  
 ) ss  
County of Skagit )

I certify that I know or have satisfactory evidence that CAROLYN HEALY CHOWANEC is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as trustee of the CHOWANEC REVOCABLE TRUST, u/t/d March 11, 1994 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_  
\_\_\_\_\_  
(Signature)  
NOTARY PUBLIC  
\_\_\_\_\_  
Print Name of Notary  
My appointment expires: \_\_\_\_\_



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Skagit County Auditor

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Ventura

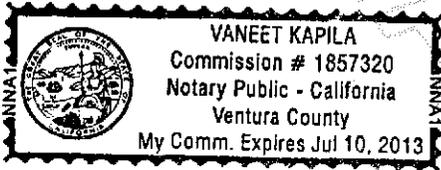
On Feb. 26<sup>th</sup>, 2013 before me, Vaneet Kapila, Notary Public

personally appeared Carolyn Healy Chowance

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Vaneet Kapila

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: License Agreement

Document Date: Feb. 7<sup>th</sup>, 2013

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing: \_\_\_\_\_



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

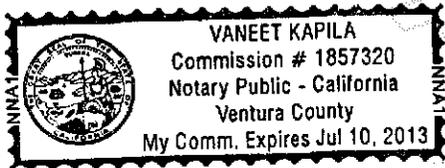
State of California

County of Ventura

On Feb. 26<sup>th</sup>, 2013 before me, Vaneet Kapila, Notary Public

personally appeared Carolyn Healy Chowance

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- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER

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Signer Is Representing: \_\_\_\_\_

