

After Recording Return To:
Richard S. Duffy
18660 Quail Drive
Mount Vernon, WA 98274



Skagit County Auditor
1/18/2017 Page

1 of

\$78.00

6 10:43AM

LICENSE FOR PARKING

GRANTORS: RICHARD S. DUFFY, TRUSTEE OF THE RICHARD DUFFY
TESTAMENTARY TRUST 03-4-00130-9
RICHARD S. DUFFY, TRUSTEE OF THE MARJE DUFFY
TESTAMENTARY TRUST 10-4-00140-9

GRANTEES: RICHARD S. DUFFY, TRUSTEE OF THE RICHARD DUFFY
TESTAMENTARY TRUST 03-4-00130-9
RICHARD S. DUFFY, TRUSTEE OF THE MARJE DUFFY
TESTAMENTARY TRUST 10-4-00140-9

Legal Description: Parcels A & B, City of Mount Vernon BLA No. PL-14-031

Assessor's Tax Parcel Nos.: P25681; P25771, P25886

This license agreement (the "Agreement") is made and entered into this 11th day of January, 2017, by and among Richard S. Duffy, as Trustee of the Richard Duffy Testamentary Trust 03-4-00130-9 and Richard S. Duffy, as Trustee of the Marje Duffy Testamentary Trust 10-4-00140-9 ("Grantor") and Richard S. Duffy, as Trustee of the Richard Duffy Testamentary Trust 03-4-00130-9 and Richard S. Duffy, as Trustee of the Marje Duffy Testamentary Trust 10-4-00140-9 ("Grantee").

RECITALS

- A. Grantors are the owners of Parcel A and Parcel B of the City of Mount Vernon BLA No. PL-14-031, dated July 14, 2014, approved July 16, 2014 and recorded July 18, 2014 under Skagit County Auditor's File Number 201407180015.
- B. Grantors currently lease a portion of a building located on Parcel B to the

United States Department of Agriculture through the General Services Administration (collectively referred to as the "USDA"). The USDA currently utilizes a portion of the parking spaces and a garage which are located on Parcel B.

- C. The USDA will relocate its offices to space within a building on Parcel A but wishes to retain its current parking located on Parcel B which contains a 3 space garage and 21 spaces in a parking area secured by chain link fencing.
- D. Grantors and Grantee wish to enter into this Agreement to allow parking for the USDA to remain in its current location after the USDA's relocation to new office space on Parcel A.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the parties agree as follows:

1. Grant of License over Parcel "B". Grantors, as owners of Parcel "B" hereby grant to Grantees, as owners of Parcel "A", a license for the exclusive use of the following described portion of Parcel "B":

The 3 space garage and 21 parking spaces enclosed within chain link fencing located immediately to the east of the garage, which garage and parking spaces are located along the north line of Parcel "B", and which are shown on Sheet 5 of 5 of City of Mount Vernon BLA No. PL-14-031, dated July 14, 2014, approved July 16, 2014 and recorded July 18, 2014 under Skagit County Auditor's File Number 201407180015. The 24 parking spaces and garage are collectively referred to in this Agreement as the "USDA Parking". This license shall include the license to use such drive aisles of Parcel "B" as are necessary to access the USDA Parking.

2. Grant of License over Parcel "A". Grantors, as owners of Parcel "A" hereby grant to Grantees, as owners of Parcel "B", a license for the non-exclusive use of the following described portion of Parcel "A":

The parking spaces numbered 98-119, inclusive, consisting of 22 spaces which are located in the northwest corner of Parcel "A", and which are shown on Sheet 5 of 5 of City of Mount Vernon BLA No. PL-14-031, dated July 14, 2014, approved July 16, 2014 and recorded July 18, 2014 under Skagit County Auditor's File Number 201407180015. The 22 parking spaces are collectively referred to in this Agreement as the "Replacement Parking". This license shall include the license to use such drive aisles of Parcel "A" as are necessary to access the Replacement Parking.

3. Payment. The owner of Parcel A shall pay the owner of Parcel B the greater of: (i)

One Hundred and No/100's Dollars per month; or (ii) 1/12th of the annual real property taxes assessed against the USDA Parking. Payment shall be made by the 10th of each calendar month. In the event that a payment is made after its due date, the owner of Parcel A shall pay a late charge of \$25 for the first late payment in any calendar year. The late charge shall increase by \$25 for each additional late payment in the same calendar year.

4. Maintenance. The owner of Parcel A shall maintain the USDA Parking in good condition at all times at its sole expense. The owner of Parcel B shall maintain the Replacement Parking in good condition at all times at its sole expense;
5. Termination. These licenses shall remain in effect indefinitely until terminated as provided below. These licenses shall automatically terminate upon expiration or termination of all the leasehold rights in Parcel "A" of the USDA and any successor federal, state or local agency to the USDA leasehold interests. The owners of Parcel A shall have the right to terminate these licenses upon thirty (30) days' notice to the owners of Parcel B. These licenses shall terminate if the owner of Parcel A fails to make the monthly payments required in this Agreement and does not cure any default in payment within thirty (30) days of written notice of such default.
6. Rights Granted by Licenses. The licensees shall only have the right to ingress, egress and parking in the license areas and the licensees shall make no other use of the license areas.
7. Licenses Do Not Create Easements. It is understood that the license agreements contained in this document are not easements. These licenses shall not be deemed to expand the scope of, modify, terminate or otherwise affect any existing easements and agreements to which Grantors' and Grantees' properties are subject, except as expressly provided in this Agreement. The duration, character, and scope of the use allowed by these licenses shall not be expanded, terminated or modified by further development or subdivision of either Grantees' or Grantors' property or by changed conditions. These licenses shall not be converted to easements or other interests in land by implication or prescription. Grantees and Grantors waive any prescriptive rights to the other's property that may now exist or hereafter arise. Grantees and Grantors hereby waive any and all claims that now exist or hereafter arise, which claims arise out of or relate to adverse possession of the other's parcel.
8. Liability. Grantors and Grantees hereby disclaim all warranties, express or implied, with respect to the license areas and all improvements. The owners of Parcel A hereby agree to indemnify, defend, and hold the owners of Parcel B harmless with respect to any personal injury or property damage sustained by the owners of Parcel A and Parcel B, and their tenants, invitees, contractors, guests, employees and agents which arise out of or relate to use of the USDA Parking or the improvements located

in that area pursuant to the license granted in this Agreement. The owners of Parcel B hereby agree to indemnify, defend, and hold the owners of Parcel A harmless with respect to any personal injury or property damage sustained by the owners of Parcel A and Parcel B, and their tenants, invitees, contractors, guests, employees and agents which arise out of or relate to use of the Replacement Parking or the improvements located in that area pursuant to the license granted in this Agreement.

9. Notice. Any notice to be given hereunder shall be in writing and shall be deemed to be given if delivered by hand to the appropriate party at the address shown on the Skagit County Assessor's records for the owner of the parcel, or if mailed by registered or certified mail, postage prepaid, return receipt requested to that address. Any notice given by registered or certified mail shall be deemed sufficiently served or given for all purposes under the terms of this Agreement three days after such notice or request shall be deposited in the United States mail, postage prepaid.
10. Attorneys' Fees, Costs, and Other Expenses. 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, including all such attorneys fees and costs incurred on appeal, in bankruptcy or in post-judgment proceedings. 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.
11. Transfer; Obligations Binding on Successors. This Agreement, and the duties set forth in this Agreement, shall bind the Grantees, the Grantors and their successors and assigns. All rights and powers established in this Agreement shall benefit the Grantors, the Grantees and their successors and assigns.
12. Governing Law. This Agreement will be construed and the rights, duties, and obligations of the parties will be determined in accordance with the laws of the state of Washington.
13. Headings. Headings used in this Agreement have been included for convenience and ease of reference only, and will not in any manner influence the construction or interpretation of any provision of this Agreement.
14. Entire Agreement. This Agreement represents the entire understanding of the parties with respect to the subject matter of the Agreement. There are no other prior or contemporaneous agreements, either written or oral between the parties with respect to this subject.
15. Waiver. No right or obligation under this Agreement will be deemed to have been waived unless evidenced by a writing signed by the party against whom the waiver is


asserted, or by said party's duly authorized representative. Any waiver will be effective only with respect to the specific instance involved, and will not impair or limit the right of the waiving party to insist upon strict performance of the right or obligation in any other instance, in any other respect, or at any other time.


16. Severability. The parties intend that this Agreement be enforced to the greatest extent permitted by applicable law. Therefore, if any provision of this Agreement, on its face or as applied to any person or circumstance, is or becomes unenforceable to any extent, the remainder of this Agreement and the application of that provision to other persons, circumstances, or extent, will not be impaired.

17. Venue. Any action on this Agreement must be brought in a court of appropriate jurisdiction in Skagit County, Washington.

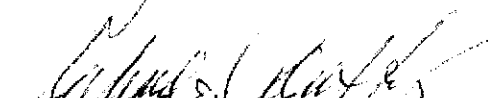
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.


GRANTORS:


Richard S. Duffy, as Trustee of the
Richard Duffy Testamentary
Trust 03-4-00130-9


Richard S. Duffy, as Trustee of the
Marie Duffy Testamentary
Trust 10-4-00140-9

GRANTEES:

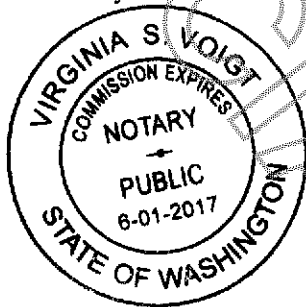

Richard S. Duffy, as Trustee of the
Richard Duffy Testamentary
Trust 03-4-00130-9


Richard S. Duffy, as Trustee of the
Marje Duffy Testamentary
Trust 10-4-00140-9

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that RICHARD S. DUFFY 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 the TRUSTEE of THE RICHARD DUFFY TESTAMENTARY TRUST 03-4-00130-9 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: January 11, 2017.

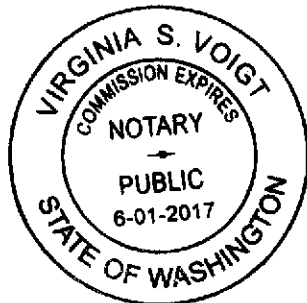


Virginia S. Voigt
(Signature)
NOTARY PUBLIC
Printed Name of Notary: Virginia S. Voigt
My appointment expires: 6-1-2017

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that RICHARD S. DUFFY 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 the TRUSTEE of THE MARJE DUFFY TESTAMENTARY TRUST 10-4-00140-9 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: January 11, 2017.



Virginia S. Voigt
(Signature)
NOTARY PUBLIC
Print Name of Notary: Virginia S. Voigt
My appointment expires: 6-1-2017