

When recorded return to:

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Skagit County Auditor \$76.00
2/15/2017 Page 1 of 4 11:14AM

LICENSE FOR DECK ENCROACHMENT - SIDE YARD AGREEMENT

Grantors: Kathy S. Thurmond and Joe F. Thurmond, wife and husband.

Grantees: Maureen E. Harlan and Harold Milton Harlan, wife and husband.

Legal Description:

Lot 7, Block 10, Calhoun's Addition to La Conner.

Situate in the County of Skagit, State of Washington.

**Assessor's Property Tax
Parcel or Account No.**

A portion of P74148

Reference Nos of Documents

Assigned or Released: None.

LICENSE FOR DECK ENCROACHMENT - SIDE YARD AGREEMENT

1. Purpose. Grantors hereby grant to Grantees a License for the purpose of maintaining an existing porch and deck which encroaches onto the property of the Grantors.
2. Property. The property which is the subject of this Agreement is described herein above in the property description.
3. Benefitted Property. The property benefitted by this Agreement is Lot 6, Block 10, Calhoun's Addition to La Conner, being a portion of tax parcel number P74148.

4. Background. The property owned by Grantors and the property owned by Grantees were previously owned by Maxine M. O'Leary, mother of Maureen E. Harlan and Kathy S. Thurmond. Lots 6 and 7 were in common ownership in Maxine M. O'Leary and the ownership was segregated under the probate of Maxine M. O'Leary, under Skagit County Probate Cause No. 16-4-00267-6. During the course of the probate, it was discovered that a small portion of the deck located on Lot 6, which is attached to the mobile home on Lot 6, actually encroached onto Lot 7 by approximately one foot. Further, the deck is constructed within the set-back area. The Grantors desire to allow the continuing existence of the encroachment of the deck onto the Grantors' property without risk of loss of ownership of land under the doctrine of Adverse Possession. The parties hereto acknowledge that no claim of adverse possession shall arise by the existence of the encroachment.

5. Right of Termination. Provided that this License shall be revocable upon the occurrence of one or more of the following events:

- A. The election of the Grantors to construct a residence on Lot 7;
- B. The election of either the Grantors or the Grantees to sell Lot 7 or Lot 6 to a third party; or
- C. The election of the Grantees to replace the modular house located on Lot 6 with a different structure (e.g., a stick-built house).

6. Notice of Termination. Upon the giving of notice of termination of this License, in writing, based on the Grantors' or the Grantees' election to proceed with one of the actions described in the preceding paragraph, then 60 days following the giving of said notice, the License provided hereunder shall terminate and the encroachment of the deck shall have been removed from Lot 7. The removal of the encroachment shall be at the sole expense of the owner of Lot 6.

7. Survival of Right of Termination. In the event that either party to this Agreement should fail to exercise their rights of termination, pursuant to the provisions of paragraph 4 above, then any successor in interest to Grantors or Grantees may exercise the rights of termination provided for hereunder, for one or more of the causes stated herein above.

8. Indemnification. All risk of loss or injury regarding the use and occupation of the deck shall be borne by the owner of Lot 6, and the owner of Lot 6 agrees to indemnify and hold the owner of Lot 7 harmless from any claims related thereto.

9. Dispute Resolution. Any dispute between the parties shall be decided by Mandatory Arbitration, according to the Mandatory Arbitration Rules of the county in which the suit is filed, regardless of the amount in dispute. The arbitrator's award shall not be limited by otherwise applicable MAR rules. The arbitrator shall have authority to determine the amount, validity and enforceability of rights of specific performance and other equitable matters. The arbitrator's decision may only be appealed pursuant to RCW Ch. 7.06. The most prevailing

party shall be awarded his or her reasonable attorney's fees. There shall be one and only one prevailing party, which shall be the single party in whose favor a net monetary settlement or arbitration award is received, after all offsets, back charges, counterclaims, etc., are resolved, and regardless of which party may have prevailed on which issues. In determining the party in whose favor a net monetary judgment is awarded, the arbitrator cannot consider tenders or payments of money made after suit has been filed. This Disputes clause supersedes all statutes and court rules dealing with the determination of prevailing party and the award of attorney's fees.

DATED this 6 day of February, 2017.

Grantor:

Kathy S. Thurmond
Kathy S. Thurmond

Grantor:

Joe F. Thurmond
Joe F. Thurmond

Grantee:

Maureen E. Harlan
Maureen E. Harlan

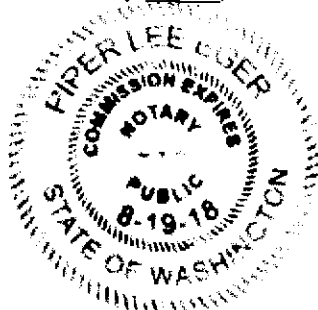
Grantee:

Harold Milton Harlan
Harold Milton Harlan

State of Washington)
) ss
County of Skagit)

I certify that I know or have satisfactory evidence that Kathy S. Thurmond is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes in the instrument.

Dated: February 6, 2017.

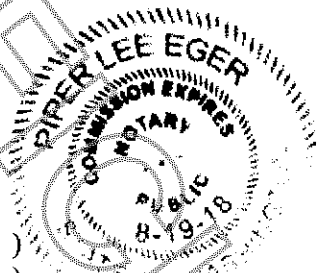


Piper Lee Egger
Piper Lee Egger, Notary Public
My appointment expires 8/19/18

State of Washington)
) :ss
County of Skagit)

I certify that I know or have satisfactory evidence that Joe F. Thurmond is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes in the instrument.

Dated: February 6, 2017.



Piper Lee Eger
Piper Lee Eger, Notary Public
My appointment expires 8/19/18

State of Washington)
) :ss
County of Skagit)

I certify that I know or have satisfactory evidence that Maureen E. Harlan is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes in the instrument.

Dated: February 6, 2017.

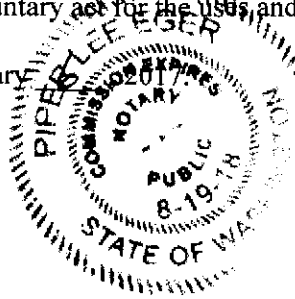


Piper Lee Eger
Piper Lee Eger, Notary Public
My appointment expires 8/19/18

State of Washington)
) :ss
County of Skagit)

I certify that I know or have satisfactory evidence that Harold Milton Harlan is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes in the instrument.

Dated: February



Piper Lee Eger
Piper Lee Eger, Notary Public
My appointment expires 8/19/18