

When recorded return to:

Michael A. Winslow
Attorney at Law
1204 Cleveland Avenue
Mount Vernon, Washington 98273



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Skagit County Auditor

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2/15/2017 Page

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LICENSE FOR MAINTENANCE OF VEGETABLE GARDEN

Grantors: Maureen E. Harlan and Harold Milton Harlan, wife and husband; and
Kathy S. Thurmond and Joe F. Thurmond, wife and husband.

Grantee: Bruce Cornwall, a married man as to his separate property.

Legal Description:

Lots 6 and 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. P74148

Reference Nos of Documents

Assigned or Released: None.

LICENSE FOR MAINTENANCE OF VEGETABLE GARDEN AND SIDE YARD AGREEMENT

1. Purpose. Grantors hereby grant to Grantee a License for the purpose of using a portion of the yard within Lots 6 and 7 for maintenance of a vegetable garden for the benefit of Grantee, who is the owner of Lots 4 and 5 in Block 10 of Calhoun's Addition, and Grantee's tenants.

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 are Lots 4 and 5, Block 10, Calhoun's Addition to La Conner, being a portion of tax parcel number P74148.

4. Background. The property owned by Grantors was 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. As an accommodation to Grantee, the Grantors and their predecessors allowed use of vacant portions of Lots 6 and 7 as a garden.

The Grantors desire to allow the continuing existence of the garden on 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 prior use.

5. Notice of Termination. This Agreement may be terminated on 90 days' notice, in writing, from Grantors to Grantee, with or without cause.

6. 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.

7. 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:

Maureen E. Harlan
Maureen E. Harlan

Grantor:

Harold Milton Harlan
Harold Milton Harlan

Grantor:

Kathy S. Thurmond
Kathy S. Thurmond

Grantor:

Joe F. Thurmond
Joe F. Thurmond

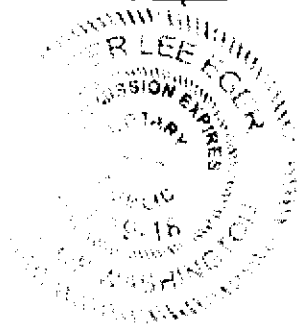
Grantee:

Bruce Cornwall
Bruce Cornwall

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.

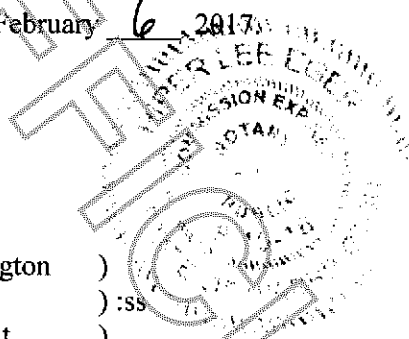


Super Lee Eger
Super Lee Eger, Notary Public
My appointment expires 8/19/18

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 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 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 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 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 Bruce Cornwall 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.

A circular notary seal for Piper Lee Eger, Notary Public, State of Washington. The seal contains the text "PIPER LEE EGGER", "NOTARY PUBLIC", and "STATE OF WASHINGTON".
Piper Lee Eger, Notary Public
My appointment expires 8/19/18