

RECORDED AT THE REQUEST OF AND
AFTER RECORDING RETURN TO:

Tesoro Refining & Marketing Company LLC
19100 Ridgewood Parkway
San Antonio, Texas 78259
Attn: _____


201812210035
12/21/2018 01:16 PM Pages: 1 of 7 Fees: \$105.00
Skagit County Auditor

GUARDIAN NORTHWEST TITLE CO.

116631

ACKNOWLEDGMENT OF LIFE ESTATE

Grantors: EDWARD L. COWGILL, a single man
KYLE ARROTTA and FELICIA ARROTTA, husband and wife
THOMAS G. GRZELAK, an unmarried individual

Grantee: TESORO REFINING & MARKETING COMPANY LLC,
a Delaware limited liability company

Legal Description:

Abbreviated: Section 34, Township 35 North, Range 2 East; Portion GL 2

Full: See Exhibit A attached hereto.

Tax Parcel Number: 350234-0-003-0004 (P33494)

THIS ACKNOWLEDGMENT OF LIFE ESTATE (this "Acknowledgment"), dated December 21, 2018, is made by and among EDWARD L. COWGILL, a single man ("Life Tenant"), KYLE ARROTTA and FELICIA ARROTTA, husband and wife (individually and collectively, "Arrotta"), and THOMAS G. GRZELAK, an unmarried individual ("Grzelak" and, together with Arrotta, "Permitted Occupants"), for the benefit of TESORO REFINING & MARKETING COMPANY LLC, a Delaware limited liability company ("Owner"), with respect to the following:

A. Life Tenant has conveyed to Owner certain real property situated in the Skagit County, Washington legally described on Exhibit A attached hereto (the "Property"), reserving for himself a life estate in said Property, by that certain Statutory Warranty Deed of even date herewith recorded in the real property records of Skagit County, Washington under recording number 201812210034 (the "Deed").

B. The Property is improved, in part, by a side-by-side duplex containing approximately 1,380 total square feet of space split into two (2) residential apartment units (the "Duplex"), one of which is occupied by Arrotta on a month-to-month basis pursuant to that certain Residential Rental Agreement dated July 23, 2016, by and between Life Tenant, as landlord, and Arrotta, as tenant (together with all amendments, supplements and other modifications thereto, the "Arrotta Lease"), and the other of which is occupied by Grzelak on a month-to-month basis pursuant to an unwritten agreement between Life Tenant and Grzelak.

C. Consistent with the rights of a party holding a life estate, Life Tenant desires to allow the Permitted Occupants to continue to reside in Duplex for the duration of Life Tenant's life estate interest in the Property, and Owner has no objection thereto, subject to an acknowledgment by Life Tenant and the Permitted Occupants of certain matters more particularly described herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Life Tenant and the Permitted Occupants hereby agree as follows:

1. The Permitted Occupants' interest in the Property shall at all times be subordinate to and limited by Life Tenant's life estate interest in the Property and, notwithstanding anything to the contrary contained in any lease or other agreement between Life Tenant and the Permitted Occupants including, without limitation, the Arrotta Lease, the Permitted Occupants' interest in the Property shall automatically terminate upon termination of the Life Tenant's life estate interest.
2. The Permitted Occupants shall maintain insurance on their personal belongings located within the Duplex. The Permitted Occupants acknowledge that:
 - (a) the insurance Owner maintains with respect to the Property, if any, will not provide coverage for any personal belongings of the Permitted Occupants; and
 - (b) if either or both of the Permitted Occupants fail to maintain insurance on their personal belongings, and their personal belongings are damaged or destroyed, the Permitted Occupants shall not be permitted to make a claim for recovery of the value of such personal belongings under any insurance policy carried by either Life Tenant or Owner with respect to the Property.
3. The Permitted Occupants shall have sixty (60) days from the termination of the Life Tenant's life estate interest in the Property to remove their personal belongings from the Duplex and vacate the Property.
4. The Permitted Occupants further acknowledge that the life estate reserved for Life Tenant in the Deed permits Owner to enter upon the Property and terminate the life estate interest reserved for Life Tenant in the event that Life Tenant permanently relocates from the Property, which shall be deemed to have occurred if Life Tenant is absent from the Property for more than sixty (60) consecutive days without an intent to return.
5. The Permitted Occupants shall not sell, mortgage, encumber, lease or otherwise convey any interest of the Permitted Occupants whatsoever in the Property.

6. This Acknowledgment shall be recorded in the real property records of Skagit County, Washington immediately following the recording of the Deed.

[signatures and notary acknowledgements are on the following pages]

DATED: December ____, 2018.

LIFE TENANT:

Edward L. Cowgill
EDWARD L. COWGILL, a single man

STATE OF WASHINGTON)
) ss.
COUNTY OF Skaagit)

I certify that I know or have satisfactory evidence that EDWARD L. COWGILL 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 mentioned in the instrument.

Date: December 3, 2018

Ali Maki
Signature

ALI MAKI
STATE OF WASHINGTON
NOTARY -- PUBLIC
My Commission Expires 08-14-2019

ALI MAKI
Print Name

NOTARY PUBLIC in and for the State of Washington,
residing at Mukilteo, WA
My commission expires 08-14-19

EXHIBIT A
TO
ACKNOWLEDGMENT OF LIFE ESTATE

Legal Description

THAT PORTION OF GOVERNMENT LOT 2 OF SECTION 34, TOWNSHIP 35 NORTH, RANGE 2 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST ONE QUARTER CORNER, SAID SECTION 34; THENCE NORTH 0 DEGREES 40' 40" EAST ALONG THE WEST LINE OF SAID SECTION 34, A DISTANCE OF 820.13 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 15' 30" EAST, 679.28 FEET TO THE EAST LINE OF SAID GOVERNMENT LOT 2; THENCE NORTH 02 DEGREES 52' 30" WEST ALONG SAID EAST LINE, 132.26 FEET; THENCE NORTH 89 DEGREES 15' 30" WEST, 671.08 FEET TO A POINT ON SAID WEST LINE, SAID POINT LYING 132.00 FEET NORTH OF THE TRUE POINT OF BEGINNING; THENCE SOUTH 0 DEGREES 40' 40" WEST ALONG SAID WEST LINE, A DISTANCE OF 132.00 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THE COUNTY ROAD RIGHT-OF-WAY KNOWN AS THE MARCH'S POINT ROAD.