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Filed for Record at request of

and return to:

Stiles Law Inc., P.S.
P.O. Box 228
Sedro-Woolley, WA 98284

GRANTOR	John and Sylvia Matterand, a married couple
GRANTEE	Robert and Cheryl Schmitt, a married couple
LEGAL:	Full legal descriptions found on Exhibits A and B of this document

Abbreviated: SW 12 34 04
APN # P24586; P24611

ACCESS LICENSE AGREEMENT

This Access License Agreement (this "Agreement") is made as of June ____, 2019 by and between **John and Sylvia Matterand, married couple**, with an address of 13294 State Route 9, Mount Vernon, Washington ("Grantor") and **Robert and Cheryl Schmitt, a married couple**, with an address of 13336 State Route 9, Mount Vernon, Washington ("Grantee").

RECITALS

WHEREAS, **John and Sylvia Matterand**, a married couple, own a certain parcel of real property located in Skagit County, Washington, known as 13294 State Route 9, Mount Vernon, Skagit County, Washington 98273, more separately and legally described on the attached Exhibit A.

WHEREAS, **Robert and Cheryl Schmitt**, a married couple, own a certain parcel of real property located in Skagit County, Washington, known as 13336 State Route 9, Mount Vernon, Washington 98273, more separately and legally described on the attached Exhibit B.

WHEREAS, Grantor wishes to grant to Grantee a License for access (ingress and egress) to Grantee's property across a portion of Grantor's property consisting of a portion of Grantor's gravel driveway from the point of beginning off of State Route 9 up to approximately 475 feet in length of said Grantor's gravel driveway to a future constructed turnoff point providing access to Grantee's property, which is highlighted on the attached map as Exhibit C, and in accordance with the terms and conditions hereinafter set forth.

NOW, THEREFORE, with the intent to be legally bound and for and in consideration of the terms and conditions set forth below, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants, conveys, and the parties agree and covenant as follows:

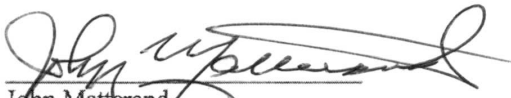
1. **Grant of License.** Grantor hereby declares, grants and conveys a non-exclusive License for ingress, egress and access over and across that portion of Grantor's gravel driveway beginning at the point of beginning off of State Route 9 and up to approximately 475 feet in length to a future constructed turnoff point providing access to Grantee's property ("License Area") and which is shown on the attached map on Exhibit C.
2. **Use/Purpose.** The License hereby granted and conveyed is for the purpose of maintenance, ingress and egress (access) to/from Grantee's property by Grantee, Grantee's invitees and guests.
3. **Term.** This License shall commence upon execution of this Agreement and shall continue as long as the Grantee is the owner of 13336 State Route 9, Mt. Vernon, WA. The Grantor may terminate this License at any time by writing and without approval of Grantee. At the expiration or earlier termination of this License, Grantee shall immediately cease use of the License Area.
4. **Successors and Assigns.** This License is granted for the express purpose of access to Grantee's property for the benefit of Grantee, Grantee's invitees and guests. This License shall not run with the land and shall not pass to the benefit of Grantee's successors or assigns. This License is personal to Grantee and any attempt to transfer or assign this License shall terminate it.
5. **No Interference.** Grantee shall not interfere with the normal operation and activities of Grantor on, over, across and around the License Area, and Grantee shall conduct its activities on the License Area to minimize damage to the License Area and inconvenience to Grantor, its agents, guests and invitees.
6. **Maintenance and Costs.** Grantor and Grantee agree to equally share all costs associated with the maintenance, construction and general upkeep of the portion of the License Area as it exists on Grantor's property prior to the execution of this Agreement. Any and all costs arising out of and associated with, including without limitation, the construction, development, improvement, repair, or maintenance associated with and/or in connection with any and all future construction, development, improvement, repair and/or maintenance of an additional road, accessway, path or driveway, on or off of Grantor's property, and for the benefit of Grantee shall be born solely by Grantee. Maintenance shall mean general upkeep, including but not limited to the removal of debris, snow, ice, leaves or other vegetation or obstruction(s).

FURTHER, any additional/future construction, development, improvement, repair and/or maintenance associated or in connection with an additional road, accessway, path or

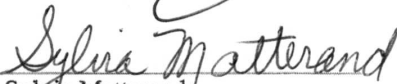
driveway shall be conditioned and contingent on the approval of Grantor. If approved, Grantee shall perform such additional construction in accordance with general construction standards, without excess damage to Grantor's property and without unreasonable interference with Grantor's general use of its property.

7. **Repair and Restoration.** If Grantee, its invitees, guests, agents or contractors cause any damage to the Leased Area and/or other portion of Grantor's property, in connection with the exercise of this License, Grantee shall repair and restore the Licensed Area and/or other portion of Grantor's property to their original condition prior to Grantee's use of the Licensed Area pursuant to this License. Grantee shall perform the repair and restoration required hereunder within a reasonable time, not to exceed 30 days from the date on which the damage was caused.
8. **Indemnification.** Grantee shall indemnify, defend and hold harmless Grantor from and against any claims, damages, costs, expenses or liabilities (collectively "Claims") arising out of or in any way connected with this License including, without limitation, Claims for loss or damage to any property, or for death or injury to any person or persons in proportion to and to the extent that such Claims arise from the negligent or intentional acts or omissions of Grantee, its tenants, subtenants, invitees, guests or contractors.
9. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

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


John Matterand


Robert Schmitt


Sylvia Matterand


Cheryl Schmitt



STATE OF WASHINGTON)

) ss.

COUNTY OF SKAGIT)

I hereby certify that I know or have satisfactory evidence that **John and Sylvia Matterand**, are the people who appeared before me, and acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.



[Signature]
 NOTARY PUBLIC in and for the
 State of Washington
 residing at: Mount Vernon
 Commission expires: 03-31-2021

STATE OF WASHINGTON)

) ss.

COUNTY OF SKAGIT)

I hereby certify that I know or have satisfactory evidence that **Robert and Cheryl Schmitt**, are the people who appeared before me, and acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.



[Signature]
 NOTARY PUBLIC in and for the
 State of Washington
 residing at: Mount Vernon
 Commission expires: 03-31-2021

EXHIBIT "A"
Matterand Property

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 34 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SUBDIVISION WHICH IS 526.4 FEET SOUTH OF THE NORTHWEST CORNER THEREOF;

THENCE EAST 190 FEET;

THENCE SOUTH 355 FEET;

THENCE EAST 627 FEET, MORE OR LESS, TO THE PAVED HIGHWAY AS CONVEYED BY DEED RECORDED JUNE 9, 1913, UNDER AUDITORS FILE NO. 96998, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE SOUTHWESTERLY ALONG THE PAVED HIGHWAY TO THE SOUTH LINE OF SAID SUBDIVISION;

THENCE WEST TO THE SOUTHWEST CORNER OF SAID SUBDIVISION;

THENCE NORTH ALONG THE WEST LINE OF SAID SUBDIVISION 802 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXHIBIT "B"
Schmitt Property

THAT PORTION OF THE NORTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 12,
TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SUBDIVISION;
THENCE EAST ALONG THE NORTH LINE THEREOF TO THE WEST LINE OF THE
RIGHT OF WAY OF THE SEATTLE-LAKE SHORE AND EASTERN RAILWAY;
THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE WEST LINE OF SAID
RIGHT OF WAY TO THE WEST LINE OF SAID SUBDIVISION;
THENCE NORTH ALONG SAID WEST LINE TO THE POINT OF BEGINNING,

EXCEPT A STRIP OF LAND 60 FEET IN WIDTH CONVEYED TO SKAGIT COUNTY FOR
ROAD PURPOSES BY DEED DATED MARCH 7, 1913 AND RECORDED JUNE 9, 1913,
UNDER AUDITOR'S FILE NO. 97002, IN VOLUME 92 OF DEEDS, PAGES 221 AND 222,
RECORDS OF SKAGIT COUNTY,

EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

THE WESTERLY $\frac{1}{2}$ OF THAT CERTAIN 100 FOOT WIDE STRIP OF LAND ACQUIRED
BY THE SEATTLE LAKE SHORE AND EASTERN RAILWAY COMPANY PURSUANT
TO A RIGHT-OF-WAY AGREEMENT DATED APRIL 21, 1890, AND RECORDED JUNE
20, 1890, IN VOLUME 10 OF DEEDS, PAGE 573; IN THE NORTHEAST $\frac{1}{4}$ OF THE
SOUTHWEST $\frac{1}{4}$, SECTION 12, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.



Arial View of Driveway

Write a description for your map.

Exhibit "C"