



**202008190058**

08/19/2020 09:57 AM Pages: 1 of 13 Fees: \$115.50  
Skagit County Auditor

**AFTER RECORDING RETURN TO:**

ROBERT A. CARMICHAEL  
CARMICHAEL CLARK, PS  
1700 D STREET  
BELLINGHAM, WASHINGTON 98225

**DOCUMENT TITLE:**

License Agreement

**REFERENCE NUMBER OF RELATED DOCUMENTS:**

Memorandum of Agreement: 201909300112

Quitclaim Deed: 202008190054

Quitclaim Deed: 202008190055

Easement Agreement: 202008190057

**GRANTOR:**

Sierra Pacific Land & Timber Company, a California corporation

**GRANTEE:**

L. Thomas Moody, a single person

**ABBREVIATED LEGAL DESCRIPTION:**

Ptn SW1/4 of NW1/4 of Sec 11, T35N, R6E; and

Ptn NE1/4 of SW1/4 of Sec 11, T35N, R6E

Full legal descriptions at page(s) 7-10.

**SKAGIT COUNTY PARCEL ID NUMBER(S):**

P41031

P41030

P41013

### LICENSE AGREEMENT

This License Agreement ("License") is made and entered into on this 27<sup>th</sup> day of July, 2020, by and between Sierra Pacific Land & Timber Company, a California corporation ("SPL&T" or "Licensor"), and L. Thomas Moody, a single person ("Moody" or "Licensee"). SPL&T and Moody shall be individually referred to as "Party" or collectively as "Parties."

### RECITALS

**WHEREAS**, the Parties entered a Memorandum of Agreement, dated the 17th day of September 2019, and recorded at Skagit County Auditor File Number 201909300112, to establish the common boundary between Licensor's property and Licensee's property pursuant to RCW 58.04.007 ("Memorandum of Agreement"); and

**WHEREAS**, Moody is the owner in fee simple of the real property legally described at **Exhibit A** hereto, commonly known as 7590 Scott Paper Road, Sedro Woolley, Washington, Skagit County Property ID No. P41031 (hereafter "Moody Property"); and

**WHEREAS**, SPL&T is the owner in fee simple of the following real property:

- A parcel legally described at **Exhibit B** hereto which roughly corresponds with Skagit County Property ID Nos. P41030 and P41014, and was referred to as the "SPL&T Timber Parcel" in the Memorandum of Agreement; and
- A parcel legally described at **Exhibit C**, which has no address, but is assigned Skagit County Property ID No. P41013, and was referred to as the "SPL&T Triangle Parcel" in the Memorandum of Agreement; and
- A parcel legally described at **Exhibit D**, which has no address and is assigned no property ID number, but through which a right of way runs, which was referred to as the "SPL&T ROW Parcel" in the Memorandum of Agreement;

Which shall be collectively referred to herein as the "SPL&T Property"; and

**WHEREAS**, in 1970, Licensee and Scott Paper Company, a predecessor in interest of Licensor, entered into a license agreement allowing Licensee to use a portion of the SPL&T Property, which was never recorded ("1970 License"), and which is extinguished by both this License and the Easement Agreement recorded concurrently with it; and

**WHEREAS**, pursuant to the terms of the Memorandum of Agreement, the Parties now desire to replace the 1970 License with this License and an easement agreement, which is recorded simultaneously with this License and is assigned Skagit County Auditor File Number 202008190057 ("Moody Easement Agreement"); and

**WHEREAS**, these recitals are material to this License;

**NOW THEREFORE**, the Parties agree as follows:

#### **AGREEMENT**

1. Grant of License. SPL&T hereby gives permission to Moody until further notice to use the portion of land owned by Licensor and labeled as "License Area" on the attached **Exhibit E** for the permitted uses described at Paragraph 3 below.
2. Consideration. This License is made pursuant to and in consideration of the terms and conditions of the Memorandum of Agreement and associated quit claim deeds and easements. The Parties hereby acknowledge the receipt and sufficiency of said consideration. Moody shall not owe SPL&T any additional fees or payments for the use of the License Area.
3. Permitted Uses. Moody may use the License Area for maintaining the existing fences therein, including the replacing the existing fences as necessary, may continue to landscape and mow the License Area, and may perform other related tasks in the License Area. Moody may enter the License Area at any time without notice to SPL&T. Uses that are in SPL&T's sole judgment inconsistent with SPL&T's ownership of the License Area are prohibited.
4. Termination. This License may be terminated by Licensor at any time in its sole discretion. Notice of such termination shall be made pursuant to Paragraph 10 below. Licensee agrees to promptly vacate the License Area and surrender use thereof upon receipt of such notice. Any improvements remaining in the License Area thirty (30) or more days after Licensor has given notice of termination of this License shall thereupon become the property of Licensor.
5. Personal License. This License is granted exclusively to Moody. It shall not inure to Moody's successors or assigns except by written amendment pursuant to Paragraph

11 below. In the absence of such an amendment, this License shall automatically terminate without notice upon any transfer of the Moody Property from Moody to a third party. Notwithstanding the foregoing, in the event the Moody Property is transferred to one or more of Moody's children and/or the spouse(s) of said children, and no other parties, the rights and obligations established herein shall inure to said children and/or the spouses of said children.

6. Non-Exclusive Use. This License grants Moody non-exclusive use of the License Area. SPL&T reserves the right to use the License Area as it sees fit. SPL&T shall notify Moody pursuant to Paragraph 10 below if it anticipates that its actions in the License Area will interfere with or damage the improvements Moody has made to the License Area. SPL&T reserves the right to grant easements or other licenses in the License Area without notice to Moody.
7. Additional Insured. Licensee shall add Licenser as an additional insured and loss payee on Licensee's homeowner's insurance policy within fifteen (15) days of the recordation of this License and shall maintain homeowner's insurance with Grantee as an additional insured for so long as this Agreement remains effective. Failure to maintain Grantee as an additional insured shall result in this Agreement being automatically terminated.
8. Indemnification and Hold Harmless. Licensee expressly agrees to appear, defend, indemnify and hold harmless Licenser, its parents, subsidiaries and affiliates, and those persons who were, are now, or shall be contractors, subcontractors, employees or agents thereof (collectively, the "Licenser Indemnitees"), from and against any and all claims, losses, liabilities, judgments and expenses (including reasonable attorneys' fees) arising wholly or partially out of any negligent act, action, omission or default on the part of Licensee, its contractors, subcontractors, employees and agents which pertain to the use of the License Area; except that, Licensee's indemnification and hold harmless obligation shall be proportionally reduced by any negligent act, omission, or default on the part of any Licenser Indemnitee seeking indemnification, or that Licenser Indemnitee's contractors, subcontractors, employees or agents.
9. Previous Agreement(s) Superseded and Extinguished. This License supersedes, replaces, and extinguishes the 1970 License. This Agreement does not supersede the Memorandum of Agreement, Moody Easement Agreement, or any other document

contemporaneously executed and recorded with this License, or any other easement regarding Moody's use of the SPL&T Property.

10. Notice. All notices or demands to be given by any Party to any other Party pursuant to this License shall be deposited in the United States mail, postage prepaid, by first-class mail and addressed to the Party at issue. Notices and demands sent by mail shall be deemed to have been given and delivered when properly mailed and the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

11. Complete Agreement; Amendment. This License constitutes the entire agreement as to the matters contained herein. No oral or written statements shall be considered a part of this License unless expressly incorporated herein in writing. This License may be modified in writing only, upon unanimous mutual agreement of the Parties or the successors in interest.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written.

GRANTOR

Sierra Pacific Land & Timber Company



By: M.D. Emmerson  
Its: Chairman and CFO

GRANTEE

\_\_\_\_\_  
L. Thomas Moody

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

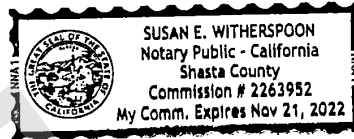
State of California  
County of Shasta )

On July 27, 2020 before me, Susan E. Witherspoon, Notary Public  
(insert name and title of the officer)

personally appeared M. D. Emmerson,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.



Signature Susan E. Witherspoon (Seal)

contemporaneously executed and recorded with this License, or any other easement regarding Moody's use of the SPL&T Property.

10. Notice. All notices or demands to be given by any Party to any other Party pursuant to this License shall be deposited in the United States mail, postage prepaid, by first-class mail and addressed to the Party at issue. Notices and demands sent by mail shall be deemed to have been given and delivered when properly mailed and the postmark affixed by the United States Post Office shall be conclusive evidence of the date of mailing.

11. Complete Agreement; Amendment. This License constitutes the entire agreement as to the matters contained herein. No oral or written statements shall be considered a part of this License unless expressly incorporated herein in writing. This License may be modified in writing only, upon unanimous mutual agreement of the Parties or the successors in interest.

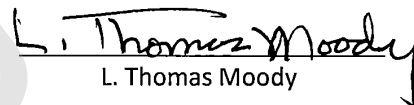
**IN WITNESS WHEREOF,** the Parties have executed this Agreement on the date first above written.

**GRANTOR**

**Sierra Pacific Land & Timber Company**

**GRANTEE**

\_\_\_\_\_  
By: M.D. Emmerson  
Its: Chairman and CFO

  
L. Thomas Moody

State of California )  
 ) §  
 County of \_\_\_\_\_ )

*See Attached Certificate*

I certify that I know or have satisfactory evidence that M.D. EMMERSON is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the CHAIRMAN AND CHIEF FINANCIAL OFFICER of SIERRA PACIFIC LAND & TIMBER COMPANY, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Print Name: \_\_\_\_\_  
 NOTARY PUBLIC in and for the State of California  
 residing at: \_\_\_\_\_  
 My Commission expires: \_\_\_\_\_

State of Washington )  
 ) §  
 County of SKAGIT )

I certify that I know or have satisfactory evidence that L. THOMAS MOODY is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged to me that he signed the same as his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 27 day of July, 2020.



*Katie Stratford*  
 Print Name: KATIE STRATFORD  
 NOTARY PUBLIC in and for the State of  
 Washington residing at: MT. VERNON, WA  
 My Commission expires: 7-19-2021



**Exhibit A**

## Legal Description of Moody Property

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M. THENCE S89°13'00"E, (AS PER RECORD OF SURVEY RECORDED UNDER AUDITOR'S FILE # 201904050084) ALONG THE EAST-WEST CENTERLINE OF SECTION 11, 212.39' TO A 5/8" REBAR/CAP, LS# 26303 WHICH IS THE TRUE POINT OF BEGINNING; THENCE N19°25'38"E, 45.31' TO A 5/8" REBAR/CAP, LS 26303; THENCE N42°47'01"E, 291.02' TO A 1" IRON BAR; THENCE N01°37'35"E, 59.93' TO A 1" IRON BAR; THENCE N01°37'35"E, 151.93' TO A 5/8" REBAR/CAP LS 26303, WHICH IS A POINT SET ON A CURVED PORTION OF THE SOUTH LINE OF THE RIGHT OF WAY CONVEYED TO LYMAN TIMBER COMPANY, A CORPORATION, BY DEED RECORDED ON NOVEMBER 3, 1915 IN VOLUME 99 OF DEEDS, PAGE 357, RECORDS OF SKAGIT COUNTY, WASHINGTON, THENCE NORTHEASTERLY ALONG SAID CURVE (CONCAVE TO THE SOUTHEAST) A RADIUS OF 231.92' AND A LENGTH OF 96.19' TO A 5/8" REBAR/CAP, LS 26303 (SAID REBAR BEING N64°27'32"E, 95.50' FROM THE PREVIOUS REBAR/CAP); THENCE N44°43'54"E, 112.35' TO A 5/8" REBAR/CAP, LS 26303; THENCE N87°47'19"E, 179.82' TO A 5/8" REBAR/CAP, LS 26303; THENCE S42°14'14"E, 153.42' TO A 5/8" REBAR/CAP, LS 26303; THENCE S38°19'43"W, 124.41' TO A 5/8" REBAR/CAP LS 26303, WHICH IS A POINT SET ON THE SOUTH LINE OF THE RIGHT OF WAY CONVEYED TO LYMAN TIMBER COMPANY; THENCE S46°15'22"E, 576.48' ALONG SAID SOUTH LINE TO A 5/8" REBAR/CAP LS 26303 SET AT THE INTERSECTION OF SAID SOUTH LINE AND THE EAST-WEST CENTERLINE OF SECTION 11; THENCE N89°13'00"W, ALONG THE EAST-WEST CENTERLINE OF SECTION 11, 1006.21' TO THE POINT OF BEGINNING.

**Exhibit B****Legal Description of SPL&T Timber Parcel**

ALL OF THE SW1/4 OF THE NW1/4 OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M. EXCEPT THE FOLLOWING DESCRIBED TRACT:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 6 EAST, W.M. THENCE S89°13'00"E, (AS PER RECORD OF SURVEY RECORDED UNDER AUDITOR'S FILE # 201904050084) ALONG THE EAST-WEST CENTERLINE OF SECTION 11, 212.39' TO A 5/8" REBAR/CAP, LS# 26303 WHICH IS THE TRUE POINT OF BEGINNING; THENCE N19°25'38"E, 45.31' TO A 5/8" REBAR/CAP, LS 26303; THENCE N42°47'01"E, 291.02' TO A 1" IRON BAR; THENCE N01°37'35"E, 59.93' TO A 1" IRON BAR; THENCE N01°37'35"E, 151.93' TO A 5/8" REBAR/CAP LS 26303, WHICH IS A POINT SET ON A CURVED PORTION OF THE SOUTH LINE OF THE RIGHT OF WAY CONVEYED TO LYMAN TIMBER COMPANY, A CORPORATION, BY DEED RECORDED ON NOVEMBER 3, 1915 IN VOLUME 99 OF DEEDS, PAGE 357, RECORDS OF SKAGIT COUNTY, WASHINGTON, THENCE NORTHEASTERLY ALONG SAID CURVE (CONCAVE TO THE SOUTHEAST) A RADIUS OF 231.92' AND A LENGTH OF 96.19' TO A 5/8" REBAR/CAP, LS 26303 (SAID REBAR BEING N64°27'32"E, 95.50' FROM THE PREVIOUS REBAR/CAP); THENCE N44°43'54"E, 112.35' TO A 5/8" REBAR/CAP, LS 26303; THENCE N87°47'19"E, 179.82' TO A 5/8" REBAR/CAP, LS 26303; THENCE S42°14'14"E, 153.42' TO A 5/8" REBAR/CAP, LS 26303; THENCE S38°19'43"W, 124.41' TO A 5/8" REBAR/CAP LS 26303, WHICH IS A POINT SET ON THE SOUTH LINE OF THE RIGHT OF WAY CONVEYED TO LYMAN TIMBER COMPANY; THENCE S46°15'22"E, 576.48' ALONG SAID SOUTH LINE TO A 5/8" REBAR/CAP LS 26303 SET AT THE INTERSECTION OF SAID SOUTH LINE AND THE EAST-WEST CENTERLINE OF SECTION 11; THENCE N89°13'00"W, ALONG THE EAST-WEST CENTERLINE OF SECTION 11, 1006.21' TO THE POINT OF BEGINNING.

ALSO EXCEPT THAT PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 6 EAST OF W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHERE THE NORTH LINE OF THE LYMAN TIMBER COMPANY RIGHT OF WAY THROUGH SAID PROPERTY INTERSECTS THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 11; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE SAID NORTH LINE OF THE SAID RIGHT OF WAY A DISTANCE OF 250 FEET; THENCE NORTH 200 FEET; THENCE EAST TO THE EAST LINE OF THE ABOVE DESCRIBED SUBDIVISION; THENCE SOUTH TO THE POINT OF BEGINNING.

**Exhibit C**

## Legal Description of SPL&amp;T Triangle Parcel

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 6 EAST., W.M.; THENCE S89°13'00"E, (AS PER RECORD OF SURVEY RECORDED UNDER AUDITOR'S FILE # 201904050084) ALONG THE EAST WEST CENTERLINE OF SECTION 11, 1322.96' TO THE SE CORNER OF THE SW1/4 NW1/4 OF SECTION 11 AND THE TRUE POINT OF BEGINNING; THENCE N89°13'00"W, 104.36' ALONG SAID EAST-WEST CENTERLINE OF SECTION 11 TO THE INTERSECTION OF SAID EAST-WEST LINE WITH THE SOUTH LINE OF THE LYMAN TIMBER CO. 100' RIGHT OF WAY; THENCE S46°15'22"E, 141.36' ALONG SAID SOUTH LINE TO A POINT ON THE EAST LINE OF THE NW1/4 OF THE SW1/4 OF SECTION 11; THENCE N01°19'25"E, 96.34' TO THE POINT OF BEGINNING.

**Exhibit D**

Legal Description of SPL&T ROW Parcel through the SW1/4 NW1/4 Sec. 11, T 35 N., R 6 E.

A STRIP OF LAND ONE HUNDRED FEET (100FT) WIDE BEING 50 FEET (50FT) ON EACH SIDE OF THE CENTERLINE OF THE LOGGING RAILROAD AS IT IS NOW SURVEYED AND WILL BE DEFINITELY SITUATED IN THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHEAST QUARTER OF SECTION 10 (10) AND THE SOUTHWEST QUARTER (SW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION ELEVEN (11) ALL IN TOWNSHIP THIRTY FIVE (35) NORTH OF RANGE SIX (6) EAST, W.M.

THE CENTERLINE OF WHICH IS MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 11, TOWNSHIP 35 NORTH, RANGE 6 EAST., W.M.; THENCE S89°13'00"E, (AS PER RECORD OF SURVEY RECORDED UNDER AUDITOR'S FILE # 201904050084) ALONG THE EAST WEST CENTERLINE OF SECTION 11, 1322.96' TO THE SE CORNER OF THE SW1/4 NW1/4 OF SECTION 11; THENCE N89°13'00"W, 30.99' ALONG SAID EAST-WEST CENTERLINE OF SECTION 11 TO THE INTERSECTION OF SAID EAST-WEST LINE WITH THE CENTERLINE OF THE LYMAN TIMBER CO. 100' RIGHT OF WAY, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE N46°15'22"W, 726.52' ALONG SAID CENTERLINE TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 281.92'; THENCE WESTERLY ALONG SAID CURVE AN ARC LENGTH OF 418.93'; THENCE TANGENT TO SAID CURVE S48°36'04"W, 286.94' TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 699.03'; THENCE ALONG SAID CURVE AN ARC LENGTH OF 218.55' TO THE BEGINNING OF A REVERSE CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 234.93'; THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC LENGTH OF 100.18'; THENCE TANGENT TO SAID CURVE S54°46'39"W, 34.63' TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 1661.03'; THENCE ALONG SAID CURVE AN ARC LENGTH OF 66.39' TO A POINT ON THE EAST-WEST CENTERLINE OF SECTION 10, TOWNSHIP 35 NORTH, RANGE 6 EAST OF W.M. SAID POINT BEING N87°30'30"W, 119.23' FROM THE EAST ¼ CORNER OF SAID SECTION 10.

EXHIBIT E  
DEPICTION OF LICENSE AREAS - SPL&T TO MOODY  
IN SW 1/4 NW 1/4 SEC. 11, T35N., R6E., W.M.

GRAPHIC SCALE



( IN FEET )

1 inch = 200 ft.

589°11'59"E 1326.39'

