



202008190060

08/19/2020 09:57 AM Pages: 1 of 18 Fees: \$118.50
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: 201909300113

Easement Agreement: 202008190059

GRANTOR:

Sierra Pacific Land & Timber Company, a California corporation

GRANTEE:

Margaret Ammons, a single person

ABBREVIATED LEGAL DESCRIPTION:

Ptn SE1/4 of NW1/4 of Sec 11, T35N, R6E; and
Ptn SW1/4 of NW1/4 of Sec 11, T35N, R6E; and
Ptn NE1/4 of SW1/4 of Sec 11, T35N, R6E; and
Ptn NW1/4 of SW1/4 of Sec 11, T35N, R6E.

Full legal descriptions at page(s) 8-13.

SKAGIT COUNTY PARCEL ID NUMBER(S):

P41011
P41013
P41032
P67261
P41030

LICENSE AGREEMENT

This License Agreement ("License") is made and entered into on this 27 day of July, 2020, by and between Sierra Pacific Land & Timber Company, a California corporation ("SPL&T" or "Licensor"), and Margaret Ammons, a single person ("Ammons" or "Licensee"). SPL&T and Ammons 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 201909300113 ("Memorandum of Agreement"); and

WHEREAS, Ammons is the owner in fee simple of the real property legally described at **Exhibit A** hereto, commonly known as 7717 Scott Paper Road, Sedro Woolley, Washington, which is assigned Skagit County Property ID No. P41011 (hereafter "Ammons Property"); and

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

- A parcel legally described at **Exhibit B** hereto, which has no address or Skagit County Property ID Number, but which is a 100-foot-wide right of way through which a road called "Scott Paper Road" runs, and was referred to as the "SPL&T ROW Parcel" in the Memorandum of Agreement; and
- A parcel legally described at **Exhibit C** hereto, commonly known as 7575 Scott Paper Road, Sedro Woolley, Washington, which is assigned Skagit County Property ID No. P41030, and was referred to as the "SPL&T Westerly Timber Parcel" in the Memorandum of Agreement; and
- A parcel legally described at **Exhibit D**, which has no address, but is assigned Skagit County Property ID No. P41032, and was referred to as the "SPL&T Easterly Timber Parcel" in the Memorandum of Agreement; and
- A parcel legally described at **Exhibit E**, 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 F** hereto, commonly known as 7551 Crown Pacific Main Line Road, Sedro Woolley, Washington, which is assigned Skagit County Property ID No. P67261, and was referred to as the "SPL&T Pipestem Parcel" in the Memorandum of Agreement;

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

WHEREAS, Ammons or her predecessor has installed fencing, constructed a woodshed, drilled a well, and has landscaped a portion of the Scott Paper Road, and if she or a predecessor ever had a written easement or license to do so, it has been lost; and

WHEREAS, pursuant to the terms of the Memorandum of Agreement, the Parties now desire enter into a license agreement dictating the terms of Ammons' use of the SPL&T Property; and

WHEREAS, these recitals are material to this License;

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

1. Grant of License. By this Agreement, SPL&T hereby gives permission until further notice to Ammons to use the portion of land owned by SPL&T and labeled as "License Area" on the attached **Exhibit G** 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 quitclaim deeds and easements. The Parties hereby acknowledge the receipt and sufficiency of said consideration. Ammons shall not owe SPL&T any additional fees or payments for the use of License Area.
3. Permitted and Unpermitted Uses. Ammons may use the License Area for maintaining the existing fences, driveway, and building therein, and as specified in this Section:
 - a. Ammons may maintain and replace the existing fences, but may not add additional fencing.
 - b. Ammons may mow and landscape the License Area.
 - c. Ammons may maintain or demolish the building in the License Area, but may not replace said building when it reaches the end of its useful life. Before the

- building becomes dilapidated and/or hazardous, Ammons shall ensure its removal from the License Area.
- d. Upon the removal of the building, the portion of the driveway that exclusively served the building shall no longer be maintained as a driveway and shall be allowed to revert to a vegetative state.
 - e. Under no circumstances shall any other building or structure, including a building replacing the existing building, be constructed or placed on the License Area.
 - f. Ammons may enter the License Area at any time without notice to SPL&T.
 - g. Ammons may use the License Area for other normal and reasonable purposes related to her current use of the License Area, except as otherwise specified herein.
 - h. 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 Ammons. It shall not inure to Ammons' 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 Ammons Property from Ammons to a third party. Notwithstanding the foregoing, in the event the Ammons Property is transferred to one or more of Ammons' 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 Ammons 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 Ammons pursuant to Paragraph 10 below if it anticipates that its actions in the License Area will interfere with or damage the improvements Ammons has made to

the License Area. SPL&T reserves the right to grant easements or other licenses in the License Area without notice to Ammons.

7. Survival of Quiet Title Action and Boundary Line Adjustment. The Memorandum of Agreement requires SPL&T to bring a quiet title action to obtain clean title to the SPL&T ROW Parcel and for SPL&T and Ammons to perform a boundary line adjustment. This License shall survive both the quiet title action and the boundary line adjustment, though it shall be void as to the portions of the SPL&T Property that are subsumed into the Ammons Property.
8. Indemnification and Hold Harmless. Licensee expressly agrees to appear, defend, indemnify and hold harmless Licensor, its parents, subsidiaries and affiliates, and those persons who were, are now, or shall be contractors, subcontractors, employees or agents thereof (collectively, the "Licensor 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 Licensor Indemnitee seeking indemnification, or that Licensor Indemnitee's contractors, subcontractors, employees or agents.
9. Previous Agreement(s) Superseded. This License supersedes and replaces any other agreement that might exist by or between the Parties or their predecessors or any other Parties for use of the SPL&T Property, except that this License does not affect agreements between a Party or Parties and Skagit County or a utility. Any conflict between prior documents and this License should be resolved in favor of this License. This License does not supersede the Memorandum of Agreement or any other document contemporaneously executed and recorded with this License.
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

Margaret Ammons

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


Margaret Ammons

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

State of _____)
) §
 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 _____
 residing at: _____
 My Commission expires: _____

State of Washington)
) §
 County of Skagit)

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

DATED this 27th day of July, 2020.



Sherlynn Wiscombe
 Print Name: Sherlynn Wiscombe
 NOTARY PUBLIC in and for the State of _____
 Washington residing at: Sedro Woolley
 My Commission expires: 05-02-2022

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.

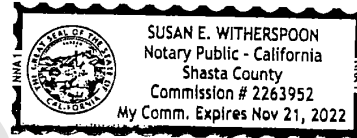
State of California
County of Shasta)

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)

EXHIBIT A
Legal Description of Ammons Property

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:

Commencing 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.

Situate in the County of Skagit, State of Washington.

EXHIBIT B
Legal Description of SPL&T ROW Parcel

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.

Situate in the County of Skagit, State of Washington.

EXHIBIT C**Legal description of 7575 Scott Paper Road, P41030**

That portion of the SW1/4 of the NW1/4 of Section 11, Township 35 North, Range 6 East of the Willamette Meridian lying South of the South line of the Lyman Timber Company's 100 foot right of way, as conveyed in instrument recorded in Volume 99 of Deeds, page 357, records of Skagit County, Washington, Except any portion thereof lying East of the following described tract:

Beginning at the quarter corner common to Sections 10 and 11, Township 35 North, Range 6 East of the Willamette Meridian; thence proceed North 0-28' East 1319.1' to the North 1/16th corner common to said Sections 10 and 11; thence proceed North 89-28' East 711.7 feet along North line of the SW1/4 of the NW1/4 of said Section 11 to a point 600 feet West of the Northeast corner of said SW1/4 of the NW1/4; thence proceed South 525 feet; thence proceed West 100 feet; thence proceed diagonally Southwest for coordinated distances of 100 feet West and 75 feet South; thence proceed South 50 feet; thence proceed West 400'; thence proceed South 250 feet; thence proceed East 200 feet; thence proceed South 100'; thence proceed diagonally Southwest for coordinated distances of 210 feet West and 219.1 feet South to the South line of said SW1/4; thence proceed West along said South line to the point of beginning.

That portion of the SW1/4 of the NW1/4 of Section 11, Township 35 North, Range 6 East of the Willamette Meridian lying North of the Northerly line of the Lyman Timber Company's 100 foot right of way as conveyed in instrument recorded in Volume 99 of Deeds, page 357, records of Skagit County, Washington, EXCEPT from said portion the following described parcel:

Beginning at a point where the North line of said 100 foot Lyman Timber Company right of way intersects the East line of said Southwest ¼; thence proceed in a Northwesterly direction along the said North line of said right of way a distance of 250 feet; thence proceed North 200 feet; thence proceed East to the East line of the above described property; thence proceed South along said East line to the point of beginning.

Situate in the County of Skagit, State of Washington.

EXHIBIT D

Legal Description of SPL&T Easterly Timber Parcel, P41032

SE1/4 NW1/4; EXCEPT that portion conveyed to Skagit County by instrument recorded under Auditor's File NO. 616779, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

EXHIBIT E**Legal description of SPL&T Triangle Parcel, P41013**

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.

Situate in the County of Skagit, State of Washington.

EXHIBIT F**Legal description of SPL&T Pipestem Parcel, P67261**

The East 2.70 Acres of Lot 3, "Livermore's Hamilton Acreage" as per Plat recorded in Volume 3 of Plats, Page 87, records of Skagit County, Washington, lying East and North of Lyman Timber Company's logging road and including that portion of railroad right of way lying East of the East line of Lots 3 and 4 and West of the West line of Lots 2, 5 and 8, Livermore's Hamilton Acreage; Except road rights of way.

Situate in the County of Skagit, State of Washington.

EXHIBIT "G" AMMONS LICENSE AGREEMENT

LINE TABLE		
LINE	LENGTH	BEARING
L3	20.97	S49°46'53"E
L4	94.59	S46°15'22"E
L5	39.02	N01°29'25"E

CURVE TABLE		
CURVE	LENGTH	RADIUS
C5	106.40	1728.61

