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Skagit County Auditor

Document Title:

LICENSE AGREEMENT

Reference Number:

Grantor(s):

additional grantor names on page \_\_\_\_.

1. MICHAEL MCCRAIN

2. LINDA CLAYTON

Grantee(s):

additional grantee names on page \_\_\_\_.

1. PORTALIS WEST CONDOMINIUM ASSOCIATION

2.

Abbreviated legal description:

full legal on page(s) \_\_\_\_.

UNIT 1 PORTALIS WEST CONDO

Assessor Parcel / Tax ID Number:

additional tax parcel number(s) on page \_\_\_\_.

P134465

**LICENSE AGREEMENT**

**THIS LICENSE** (the "Agreement") is made this 21st day of September, 2022, by and between **PORTALIS WEST CONDOMINIUM ASSOCIATION** ("**Association**") and **Michael McCrain and Linda Clayton** ("**Owner**"). The above-described entities are collectively referred to herein as the "Parties," or individually as a "Party."

**WHEREAS**, Association is a condominium association formed under RCW 64.34;

**WHEREAS**, Owner owns Unit 4934 Channel Marker Terrace in the Association (the "Unit");

**WHEREAS**, Owner has requested to modify a common element or limited common element (herein referred to as the "Common Element") of the Association for the purpose set forth on **Exhibit A** hereto (the "Modification"); and

**WHEREAS**, the Board of Directors feels that the request should be granted under the terms and conditions of this License Agreement.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Grant of License.** Association hereby grants a non-exclusive, revocable license allowing Owner to install, at Owner's expense, the Modification on the Common Element described and/or depicted in **Exhibit B**. The installation shall comply with any specific terms and conditions identified on **Exhibit C**. The Association reserves the right to require Owner to place a security deposit with Association to guarantee Owner's performance hereunder. The Association may utilize such deposit to cure Owner's default under this Agreement.
- 2. No Interest in Real Property.** This License shall not be deemed to transfer any interest in the Common Element to Owner. Rather, it grants permission to Owner to use the Common Element under the terms and conditions set forth herein.
- 3. Maintenance of the Modification.** Owner shall maintain, at their sole cost and expense, the Modification.
- 4. Alteration of the Modification.** Owner may not alter or enlarge the Modification without further approval of the Board and an amendment to this Agreement.
- 5. Conformance with Applicable Laws.** Owner shall conform and abide by all rules, codes, laws, and regulations in connection with regards to the installation, maintenance, and repair of the Modification, all of which shall be at Owner's sole expense.
- 6. Indemnification.** Owner shall indemnify, save, defend, and hold Association harmless from any loss, claims, or liability, including but not limited to attorneys' fees and costs, of Association, or any third party, resulting from the installation or use of the Modification. Owner's indemnification obligation provided in this paragraph shall not extend to any loss, claims, or liability arising out of or attributable to the sole negligence or intentional acts of Association, or Association's licensees or agents.

**7. Duration.** This License shall remain in full force and effect until: (i) the Modification is removed by Owner; or (ii) the Association orders the Modification to be removed for good cause as determined in the reasonable discretion of the Board of Directors. Upon termination of this License, Owner shall promptly remove the Modification at Owner's sole cost and expense. In the event Owner fails to remove the Modification, the Association shall be authorized to remove it and to charge all costs and expenses related to the removal to Owner, which charges if not paid within thirty (30) days after Association provides written notice of such fees, shall become a lien against the Owner's Unit which may be foreclosed upon in the manner of a mortgage. The rights provided for in this Paragraph are not exclusive or in substitution of any other rights or remedies provided by the License, law, or equity.

**8. Successors and Assigns.** The rights and obligations expressed herein shall bind and benefit, as applicable, the Parties, and their respective heirs, executors, administrators, transferees, successors, and assigns. Owner shall have an obligation to notify purchasers of this agreement, and the Association is further authorized to identify it on any resale certificate.

**9. Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of real property described herein to the general public, or for any public use or purpose whatsoever, except as may be specifically provided herein.

**10. No Third-Party Beneficiaries.** This License has no third-party beneficiaries.

**11. Amendment.** This License may not be amended or rescinded in any manner except by an instrument in writing, signed by a duly authorized representative of each party hereto in the same manner as such Party has authorized this License.

**12. Notices.** All notices, demands, requests, consents, and approvals which may, or are required to be given by any party to any other party hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, sent by facsimile, sent by a nationally recognized overnight delivery service, or if deposited in the United States mail and sent by registered or certified mail, return receipt requested, postage prepaid to:

Association: Portalis West Condominium Association

Owner: Michael McCrain  
Linda Clayton

or to such other address as the foregoing parties hereto may from time to time designate in writing and deliver in a like manner. All notices shall be deemed complete upon actual receipt or refusal to accept delivery. Facsimile or e-mail transmission of any signed original document, and retransmission of any signed facsimile or e-mail transmission, shall be the same as delivery of an original document.

**13. Counterparts.** This License may be executed in any number of counterparts and by different Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same License.

**14. Waiver.** No waiver by any Party of any provision of this License or any breach thereof shall be of any force or effect unless in writing by the Party granting the waiver; and no such

waiver shall be construed to be a continuing waiver. The waiver by one party of the performance of any covenant, condition, or promise shall not invalidate this License, nor shall it be considered a waiver by such Party of any other covenant, condition, or promise hereunder. The waiver by either or both Parties of the time for performing any act shall not constitute a waiver of the time for performing any other act, or an identical act required to be performed at a later time.

**15. Disputes.** If, by reason of any default or breach on the part of any Party in the performance of any of the provisions of this License, a legal action is instituted, the substantially prevailing party shall be entitled to an award of its attorneys' fees and costs incurred in connection therewith. It is agreed that the jurisdiction and venue of any legal actions brought under the terms of this License shall be exclusively in the Superior Court for Skagit County, Washington. Washington law shall apply to this License. The parties expressly waive any and all rights to a trial by jury in the event of legal action.

**16. Interpretation.** This License shall be construed without regard to the Party or Parties responsible for its preparation and shall be deemed to have been prepared jointly by the Parties hereto. The Parties agree that any rule of construction to the effect that any ambiguities are to be or may be resolved against the drafting Party shall not be employed in the interpretation of this License to favor one Party against another.

**17. Authority.** The individuals executing this Agreement on behalf of the Parties represent and warrant to the other Parties that they have the authority to bind the Party on whose behalf they execute this Agreement.

**18. Entire Agreement.** The entire agreement between the parties with respect to the subject matter herein is contained in this License; this supersedes all of their previous understandings and agreements, written and oral, with respect to the subject matter herein.

**IN WITNESS WHEREOF,** the Parties hereto have executed this document as of the day and year first above written.

ASSOCIATION

OWNER

**PORTALIS WEST CONDOMINIUM  
ASSOCIATION**

**4934 Channel Marker Terrace**

*Bob Horton*

*Michael McCune*

By: Bob Horton  
Its: President

By: *Linda Clayton*  
Its: Owners

Date: September 21, 2022

Date: 9-21-22

**EXHIBIT A**  
**MODIFICATION**

Installation of gate in front entryway (limited common element) at 4934 Channel Marker Terrace. Gate material to be consistent with black metal railing already installed at the residence.

Two posts will be fastened to the exposed aggregate concrete walkway utilizing a total of eight bolts.

**EXHIBIT B**

**COMMON ELEMENT**

Front entryway (limited common element) at 4934 Channel Marker Terrace

**EXHIBIT C**  
**SPECIFIC CONDITIONS**

Deadline for Modification to Commence: TBD by owners and installer

Deadline for Modification to be Completed: TBD by owners and installer

Contractor (if applicable) Who Will Construct the Modification:  
Stanley Bennett LLC, STANLBL7901C2, Tel 360-441-0359

Approved Color and other Approved Design Elements of the Modification:  
Black, to be consistent with metal railing already installed.

Hours of Work to Install limited as follows: Approximately 30 minutes

Is Contractor required to name Association as Additional Insured? NO

Security Deposit Required? NO

Other Terms: Owners to assume all costs related to purchase and installation of requested modification. Additionally, owners assume all costs for maintenance of the modification. Owners also assume responsibility for any repair costs for premature deterioration of the walkway, if shown to be caused by installation of the modification.

Owners agree that no pets will be left unattended in the gated area created by the requested modification. An owner will be present anytime pet/pets are in the newly created gated area.