

**FILED FOR RECORD AT REQUEST OF,
AFTER RECORDING MAIL TO:**

C. Michael Kvistad
Beresford Booth PLLC
145 Third Avenue South
Edmonds, WA 98020

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 03/05/2026

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)	
LICENSE AGREEMENT	
Reference Number(s) of Documents assigned or released:	
N/A	
<input type="checkbox"/> Additional reference #'s on page _____ of document	
Grantor(s) (Last name, first name, initials)	
SIERRA PACIFIC INDUSTRIES	
Grantee(s) (Last name first, then first name and initials)	
ANDRES, KURT ANDRES, RAYMA	
Legal Description (abbreviated: i.e. lot, block, plat or section, township, range)	
PORTION OF SOUTHWEST QUARTER OF NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M.	
<input checked="" type="checkbox"/> Additional legal description is on page 9 of document.	
Assessor's Property Tax Parcel/Account Number	<input type="checkbox"/> Assessor Tax # not yet assigned
Skagit County Parcel No. P51679 (XrefID 360834-2-003-0003)	
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.	

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."

Signature of Requesting Party

LICENSE AGREEMENT

This LICENSE AGREEMENT ("License Agreement") is entered into this 9 day of ~~February~~, 2026, by and between Sierra Pacific Industries (collectively "Grantor"), and Kurt and Rayma Andres (collectively "Grantees"). Grantor and Grantees are each a "Party" to this Agreement, or collectively, the "Parties."

RECITALS

- A. Grantor owns certain real property commonly known as Sierra Pacific Land and Timber Company Property Land, with Skagit County Parcel No. P51679 and XrefID 360834-2-003-0003, and as legally described in **Exhibit A** attached hereto (the "Sierra Property").
- B. Grantees own certain real property commonly known as 45148 Kokanee Trail, Skagit County, Washington, with Skagit County Parcel No. P80036 and XrefID 4357-003-006-0009, and as legally described in **Exhibit B** attached hereto (the "Andres Property").
- C. A dispute has arisen between the Parties with respect to Grantees' encroachments on Grantor's Property.
- D. Grantor and Grantees desire to enter this Agreement to establish the rights and relationships between the Parties and grant a license to Grantees to indefinitely use certain parts of Sierra's Property, as described in this License Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the Parties as follows:

AGREEMENT

1. Grant of License. Subject to the terms and conditions contained herein, Grantor hereby grants and conveys to Grantees a permanent license to use the portions of the Sierra Property ("Licensed Area"). The legal description of the Licensed Area is attached as **Exhibit C** and the location of same is shown on attached **Exhibit D**. The Grantees may use the Licensed Area for any recreational and overnight purposes, including without limitation having a deck, covered car port, gravel parking area, gazebo, shed, boat cover, boat storage, tent pad, garage, enclosures, and fences. Unless or until terminated by mutual agreement or under the terms hereof, (a) the license hereby granted is intended to be appurtenant to the real properties legally described herein; and (b) this License Agreement is intended to run with the land, and shall be binding on and inure to the benefit of the Parties hereto, their heirs, successors, and assigns, with respect to the Sierra Property, Andres Property, and the Licensed Area.

2. No Interference with Grantor's Timber Growing or Harvesting. Grantor grows and harvests timber and other valuable products on the Sierra Property. Grantees promise to not interfere with or oppose Grantor's use of the Sierra Property relating to growing, harvesting, or processing forest products, including but not limited to: road and trail construction and associated activities and maintenance; harvesting, final and intermediate; precommercial thinning; reforestation; fertilization; weed suppression activities; prevention and suppression of diseases and insects; salvage of trees; vegetation control, and associated access and administrative management.
3. Release of Claims. On behalf of themselves and their heirs, successors, and assigns, Grantees and Grantor forever release, waive, and relinquish any and all claims of any easement rights from and to each other to maintain, operate, repair, or install any utilities (including, but not limited to, electricity, water lines, sewer pipes and septic tanks) or to maintain, operate, repair, or install any improvements by Grantor on the Sierra Property and by Grantees on the Licensed Area and the Andres Property, except as now expressly permitted in this License Agreement.
4. Termination of License. The license granted to Grantees herein shall terminate, if after 90 days of having received notice from Grantor of a material breach of the conditions herein, Grantees have not cured such breach.
5. Transferable License. This License Agreement is transferable to Grantees' heirs, successors, and assigns without notice to or consent from any Party. Grantees' heirs, successors, and assigns are subject to all the terms in this License Agreement. This License Agreement is not intended to confer any benefit upon any other third-party unless expressly set forth herein.
6. Indemnification of Grantor. Grantees shall indemnify, defend and hold harmless Grantor (as well as its agents, representatives, attorneys, insurers, affiliated entities, predecessors, and successors, in both their individual and representative capacities) from all losses, damages, claims, causes of action, code enforcement proceedings, costs, expenses (including, without limitation, attorneys' fees and litigation costs and expenses) arising from or relating to the Licensed Area. Grantees shall and will, at its own cost and expense, defend any and all suits, actions or proceedings that may be brought or threatened against Grantor or in which Grantor may be impleaded with others upon any such above-mentioned claim or claims. In the event of the failure of Grantees to do so, Grantor may, at the cost and expense of Grantees and upon prior written notice to Grantee, defend any and all such suits, actions or proceedings. Expenses (including attorneys' fees) reasonably incurred in defending such an action, suit or proceeding, whether civil, criminal, administrative, investigative or appellate, shall be paid by Grantees in advance of the final disposition of such action, suit or proceeding upon submission in writing from Grantee.
7. Breach. If either Party materially breaches this Agreement, then in addition to any remedies available to the non-breaching Party in law or equity and otherwise provided in this License Agreement, the non-breaching Party may do any or all of the following, inter alia: (a) file suit for damages and/or specific performance against the breaching Party; and (b) sue the breaching Party's bonding company.

8. Revocation of license due to non-use. If Grantees or Grantees' heirs, successors, and assigns cease any use or maintenance of the Licensed Area for continuous period exceeding three years, then the license granted by this License Agreement shall expire. For purposes of this paragraph, "use or maintenance" includes without limitation (a) payment of any utility or service fees related to the Licensed Area, (b) any physical presence at the Licensed Area by Grantees or any third-party with Grantees' permission, regardless of duration or purpose; and (c) any upkeep, inspection, or monitoring activity, whether performed directly by Grantees or through Grantees' agents, contractors, or invitees.
9. Non-Waiver. The failure of either Party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.
10. Headings. Headings in this License Agreement are for convenience only and shall not be used to interpret or construe its provisions.
11. Recording. The license granted by this License Agreement may be recorded. Grantees shall draft and file the documents to be recorded, after approval of the documents by Grantor, which approval cannot be unreasonably withheld.
12. Confidentiality. Except for the terms of this License Agreement that may be recorded, the terms of this License Agreement are confidential. Nothing in this License Agreement shall prevent either Party from disclosing its contents to attorneys, accountants, or other professional advisors; pursuant to a court order or governmental request; or in connection with the sale or lease of either the Sierra Property or the Andres Property. Without limiting the foregoing, Grantees shall not in any manner inform other members and employees of The Lake Tye Property Owner's Association about the contents of this License Agreement.
13. Non-Disparagement. The Parties agree to refrain from any disparagement, criticism, defamation, slander of the other, or tortious interference with the contracts and relationships of the other.
14. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Washington without regard to its conflict of laws provision.
15. Independent Counsel. All Parties hereby acknowledge that this Agreement is an important instrument with serious legal consequences, and respectively represent and warrant that they have carefully read, reviewed, understood and agreed to every provision of this Agreement and have had the opportunity to consult with legal counsel of their own choosing concerning this instrument. The Parties have voluntarily, knowingly and without fraud, reservation, duress, undue influence, or legal or equitable defense, executed this Agreement and consider it to be fair and equitable. This Agreement shall not be construed against any Party as the drafter hereof, but shall be interpreted reasonably and fairly in accordance with its plain language.

16. Severability. If any part of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement will nevertheless remain in full force and effect.

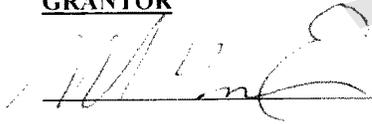
17. Waiver, Modification, Amendment, or Cancellation. Any waiver, modification, amendment, or alteration of any of the provisions of this Agreement, or its cancellation or replacement, shall not be valid unless in writing and signed by the Parties.

18. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all the Parties had signed the Agreement. All counterparts shall be construed together and evidence only one agreement.

19. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the matters identified in this Agreement and supersedes and replaces all prior written agreements and negotiations and all understandings, if any, with respect thereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date above first written.

GRANTOR



GRANTEES





CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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 2/2/2026 before me, Mimi M. Hill, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared M. P. Emmerson
Name(s) of Signer(s)

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.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

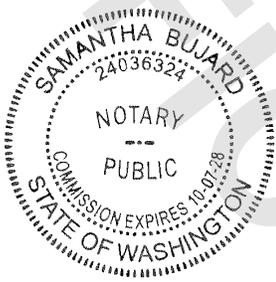
Other: _____

Signer is Representing: _____

STATE OF WASHINGTON)
)-ss
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Kurt Andres is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it to be his free and voluntary act for such party for the uses and purposes mentioned in the instrument.

Dated this 9 day of February, 2026.

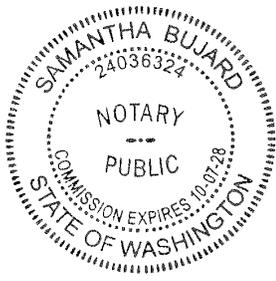


[Signature]
Print Name: Samantha Bujard
Notary Public in and for the state of Washington
My commission expires: 10-07-2028

STATE OF WASHINGTON)
)-ss
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Rayma Andres 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 to be his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this 9 day of February, 2026.



[Signature]
Print Name: Samantha Bujard
Notary Public in and for the state of Washington
My commission expires: 10-07-2028

STATE OF _____)
)-ss
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in this instrument.

Dated this _____ day of _____, 2026.

Print Name: _____
Notary Public in and for the state of _____
My commission expires: _____

EXHIBIT ASierra Property

The Northeast Quarter of the Northeast Quarter; the South Half of the Northwest Quarter; the Southwest Quarter; the West Half of the Northeast Quarter; the Northwest Quarter of the Southeast Quarter and the East Half of the Northeast Quarter of the Northwest Quarter,

EXCEPT that portion described as follows: Beginning at the Southwest corner of the Northwest Quarter of the Northwest Quarter of Section 34; thence West 470 feet to the East boundary of the county

road; thence South along said East boundary 30 feet; thence East 500 feet; thence North 30 feet; thence West to the point of beginning

AND EXCEPT beginning at the Southwest corner of said Section 34; thence North $0^{\circ}11'17''$ East along the West line of said Section 34, a distance of 750 feet; thence North $88^{\circ}39'$ East a distance of 46.40 feet, more or less, to the East line of the as built and existing county road commonly known as Burpee Hill Road and formerly known as the Oscar Lang Road No. 20 to the true point of beginning, said point being the Northwest corner of said tract; thence continuing North $88^{\circ}39'$ East, a distance of 2,582.70 feet, more or less, to the East line of said Southwest Quarter of said Section 34; thence South $0^{\circ}56'04''$ West along said East line of said Southwest Quarter, a distance of 322.04 feet, thence South $88^{\circ}39'00''$ West a distance of 2571.44 feet, more or less, to the East line of said Burpee Hill Road; thence North $1^{\circ}00'36''$ West along said East line, a distance of 331.78 feet, more or less, to the true point of beginning.

AND ALSO EXCEPT road rights of way;

(the "Sierra Property").

EXHIBIT B

Andres Property

Lot C-6 "Lake Tye Division No. III," as per plat recorded in Volume 11 of Plats, pages 68 through 74, inclusive, records of Skagit County, Washington

Situate in the County of Skagit, State of Washington (the "Andres Property").

EXHIBIT C

Licensed Area

LICENSE AGREEMENT

EXHIBIT C

LEGAL DESCRIPTION OF THE SIERRA-ANDRES LEASE AGREEMENT

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 8 EAST, W.M. WHICH IS A 4X4 CONCRETE MONUMENT AS SHOWN ON SHEET 5 OF THE PLAT OF LAKE TYEE, DIVISION #3 RECORDED UNDER AUDITOR'S FILE NUMBER 857758; THENCE N89-36-40W ALONG THE NORTH LINE SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER A DISTANCE OF 555.18' TO A 3/4" REBAR WHICH IS THE NORTHEAST CORNER AND TRUE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED LEASED AREA: THENCE S24-41-46E, 43.12' TO A 3/4" REBAR; THENCE N68-12-42W, 23.13' TO A 3/4" REBAR; THENCE N21-27-00W, 32.92' TO A 3/4" REBAR AND THE NORTHWEST CORNER OF SAID LEASED AREA; THENCE S89-56-40E ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 34, 51.52' TO THE TRUE POINT OF BEGINNING.

EXHIBIT D

Licensed Area Detail

LICENSE AGREEMENT

EXHIBIT D

EXHIBIT "D"

