RECORDED AT THE REQUEST OF AND

WHEN RECORDED RETURN TO:

LICENSE AGREEMENT

This License Agreement (this “Agreement”) is made between XXXXXX Everett (collectively “Everett”) and XXXXXX (collectively “Donavon”). Everett owns real property commonly known as XXXXX and more particularly described in the attached Exhibit A (the “Everett Property”). The Everett Property is adjacent to real property owned by Donavon commonly known as XXXX, and particularly described in the attached Exhibit B (the “Donavon Property”). Upon surveying the boundary between the Everett Property and the Donavon Property, Donavon discovered that Everett was using a portion of the Donavon Property for a wall of sectional blocks of concrete (the “License Area.”) The License Area is more particular described in the attached Exhibit C. Everett acknowledges and agrees that Everett has no interest or right in the Donavon Property and the purpose of this Agreement is to set forth the parties’ understanding regarding Everett’s use of the License Area.

Donavon hereby gives permission to Everett as a license to use the License Area for use solely as a short concrete wall. It is the parties' intention that no other property shall be benefited by or have use of the License Area. Everett shall maintain, repair, or replace all improvements which are located in the License Area, including without limitation, the concrete wall. Other than the concrete sectional wall, Everett is prohibited from constructing, installing, or maintaining any improvement, building, or structure in the License Area. The License Area shall be used and maintained in safe and good condition at Everett’s cost.

Either party may terminate this Agreement in writing at any time upon one party’s written demand to the other party and the termination shall be effective after thirty calendar days. Everett shall defend, protect, indemnify and hold Donavon harmless against any claim, demand, or liability (including reasonable attorneys' fees) which arise out of, result from, or is connected or related to Everett’s use of the License Area while this Agreement is in effect.

If Everett or Donavon, or both, convey all or any portion of their respective interests in the Everett Property or the Donavon Property, respectively, the terms and conditions of this Agreement shall run with the land and shall be binding upon and inure to the benefit of any such transferees. The rights, obligations, terms and conditions of this Agreement shall be further binding and inure to the benefit of the successors, representatives, transferees and assignees of Everett and Donavon.

If either or both parties commence an action or proceeding to enforce, protect or establish any right or remedy arising out of this Agreement, or to interpret any of its terms or to collect damages as a result of a breach thereof, the prevailing party shall be entitled to recover from the party not prevailing all of its costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in such action or proceeding, in any appeals taken therefrom, and all post-judgment collection costs.

This Agreement may only be amended by a writing signed by the parties. All statements, notices, demands, requests and payments from one party to another shall, unless otherwise specified herein, be delivered personally, or sent by mail, postage prepaid, to Everett at XXXX, and to Donavon at 685 XXXXX, or to such other addresses as the parties may hereafter designate to each other in writing.

Each party shall take all actions and do all things, and execute, with acknowledgment or affidavit if required, any and all documents and writings that may be necessary or proper to achieve the purposes and objectives of this Agreement. The Exhibits to which reference is made in this Agreement as being attached are deemed incorporated into this Agreement in their entirety by reference. The parties agree that this Agreement will be interpreted according to the ordinary meaning of words and will not be construed against the drafting party for any resulting ambiguity.

October \_\_\_, 2020

“Everett”

“Donavon:”

STATE OF WASHINGTON )

): ss.

COUNTY OF )

I certify that XXXXX Everett personally appeared before me and that I know or have satisfactory evidence that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

October \_\_\_\_, 2020

NOTARY PUBLIC in and for the State of Washington

Print Name:

My Appointment expires:

STATE OF WASHINGTON )

): ss.

COUNTY OF )

I certify that XXXXXX, personally appeared before me and that I know or have satisfactory evidence that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

October \_\_\_\_, 2020

NOTARY PUBLIC in and for the State of Washington

Print Name:

My Appointment expires: