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SNOHOMISH COUNTY, WASHINGTON

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SNOHOMISH COUNTY AUDITOR/RECORDER'S INDEXING FORM

DOCUMENT TITLE(S): 1. TEMPORARY LICENSE AGREEMENT
REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED: N/A Additional reference numbers are on page N/A of document.
GRANTORS: 1. Dale A. Cheatham and Nikki L. Cheatham Additional names on page N/A of document.
GRANTEES: 1. Scott D. Logan and Corinne M. Logan, husband and wife Additional names on page N/A of document.
LEGAL DESCRIPTION: (abbreviated i.e. lot, block, plat, section, township, and range) Full legal description is on page of document. Sec 15 Twnshp 27 RNG 05 SW NW
ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER: 27051500202700
The Auditor/Recorder will rely on information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

TEMPORARY LICENSE AGREEMENT

THIS TEMPORARY LICENSE AGREEMENT ("Agreement") is made and entered into this 29th day of March, 2010, by and between Dale A. Cheatham and Nikki L. Cheatham ("Grantors"), and Corinne M. Logan and Scott D. Logan, husband and wife ("Grantees").

RECITALS

A. Grantors own real property commonly known as 18509 51st Ave SE, Bothell, 98012, and legally described on Exhibit A attached hereto, and incorporated herein by this reference ("Grantors' Property").

B. Grantee own real property commonly known as 18505 51st Ave SE, Bothell, 98012, and legally described on Exhibit B attached hereto, and incorporated

herein by this reference ("Grantees' Property"), which property is West of Grantors' Property.

C. Grantees and Grantees' predecessor have permissively used a portion of Grantors' property referred to herein below as the "Temporary License Area." Grantees acknowledge and confirm that the use by Grantees and their predecessor has at all times been permissive and not adverse.

D. Grantors and Grantees desire to resolve any potential confusion or conflict regarding the parties common boundary line, and therefore deem it beneficial to enter into this Temporary License Agreement to provide for Grantees' continued temporary use over a portion of Grantors' Property defined herein as the Temporary License Area, for the purpose of maintaining the same as a forested yard area and for horseback riding.

NOW, THEREFORE, for valuable consideration, including but not limited to the resolution of a dispute between the parties concerning their common boundary line, the parties agree as follows:

AGREEMENT

1. Grant of Temporary License. Grantors hereby grant and convey to Grantees a temporary License for exclusive use of a strip of real property described as follows: A triangle of land abutting the parties common property line, with a base of 30.7', a height (abutting the common property line of 332.14', and a hypotenuse of 333.56' currently maintained as a forested area on the date of this agreement (the "Temporary License Area"). The Temporary License Area is graphically depicted on the attached Exhibit C, and incorporated herein by this reference. This Temporary License conveys to the Grantees only the right to use the Temporary License Area for general recreational and horseback riding purposes, and maintaining the existing forested area, but not any right to expand or otherwise intensify the use of the Temporary License Area or prune or remove any tress in the Temporary License Area.

2. Duration. Grantees, shall have the right to use the Temporary License Area until one hundred and twenty (120) days following the earlier of five (5) years from the date of recording of this License Agreement, or the date of Grantees' sale and conveyance of Grantees' Property, at which time, and following the one hundred and twenty (120) days notice referenced herein, the license granted in this Agreement shall immediately terminate and be of no further force or effect. If Grantees have not sold Grantees' Property during the five (5) year term referenced herein, then after expiration of said five (5) year period, Grantors may terminate the Temporary License by providing Grantees with 120 days written notice of termination of the License. The License shall then terminate and be of no further force or effect 120 days from the date of delivery of the written notice to Grantees. Upon the termination of the License, Grantors shall have

the right to relocate or install a fence onto the common property line between Grantors' Property and Grantees' Property.

3. Waiver of Claims. In consideration of Grantors' conveyance of a Temporary License to Grantees, Grantees hereby waive and release any claim they may have against Grantors for any adverse possession or acquiescence over any portion of Grantors' Property including but not limited to the Temporary License Area.

4. Indemnity. Grantees shall defend, indemnify and hold harmless Grantors from all claims, causes of action, liability, damages and expenses of any nature whatsoever including attorney' fees and costs which may hereafter arise as the result of any injury to person or damage to property which occurs, or is alleged to occur, in connection with the exercise by Grantees, or Grantees' agents, family, friends, tenants, invitees, of the rights described herein or the use of the Temporary License Area for any and all purposes.

5. Waiver. No failure to exercise any right under this Agreement or to insist upon strict compliance with this Agreement, and no custom or practice at variance with the terms of this Agreement, shall constitute a waiver of the right to demand exact compliance with the terms of this Agreement.

6. Severability. Invalidation of any provision or application of a provision of this Agreement by any court shall not affect any other provisions or applications.

7. Binding Effect. This Agreement shall be binding upon Grantors and all future heirs, successors and assigns of Grantors until such time as the License terminates pursuant to paragraph 3 above. This Agreement shall inure to the benefit of Grantees, or either of them individually until such time as the License terminates pursuant to paragraph 3 above.

8. Modification. This Agreement may only be modified by a written agreement signed by Grantors and Grantors' successors and assigns and Grantees, which agreement must be recorded with the Snohomish County Recorder's office.

9. Counterparts and Facsimiles. This Agreement may be executed in any number of counterparts, which together shall constitute but one and the same instrument. Copies of this Agreement transmitted by facsimile transmission shall have the same effect as an original document.

10. Survey Expenses/Legal Fees. Grantors shall pay any and all survey expenses associated with the recent survey of the common property line.

DATED the day and year first above written.

GRANTORS:

Dale A. Cheatham

Nikki L. Cheatham
Nikki L. Cheatham

GRANTEES:


Corinne M. Logan

Scott D. Logan

Unofficial Document

DATED the day and year first above written.

GRANTORS:


Dale A. Cheatham



Nikki L. Cheatham

GRANTEES:

Corinne M. Logan

Scott D. Logan

Unofficial Document

DATED the day and year first above written.

GRANTORS:

Dale A. Cheatham

Nikki L. Cheatham

GRANTEES:

Corinne M. Logan

Scott D. Logan

STATE OF WASHINGTON)
) §
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Dale A. Cheatham is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: March 29th, 2010.

(SEAL/STAMP)



Lester L Elsbree
Print Name: LESTER L ELSBREE
NOTARY PUBLIC in and for the state of
Washington residing in Bathell
My appointment expires 3-29-12

Unofficial Document

-7-

New York
STATE OF WASHINGTON)
Steuben) §
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Nikki L. Cheatham is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: March 24, 2010.

(SEAL/STAMP)

Regina M. Swan
Print Name: Regina M. Swan
NOTARY PUBLIC in and for the state of
New York residing in Corning
My appointment expires _____

REGINA M. SWAN
Notary Public, State of New York
Steuben County No. 01SW5019886
Commission Expires Nov. 2013

STATE OF WASHINGTON)
) §
COUNTY OF SNOHOMISH)

I certify that I know or have satisfactory evidence that Corinne M. Logan and Scott D. Logan are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: March 24th, 2010.

(SEAL/STAMP)



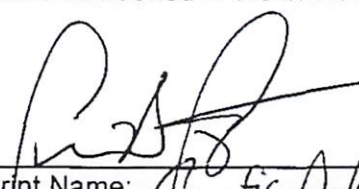

Print Name: Curtis D. Covington
NOTARY PUBLIC in and for the state of
Washington residing in Snohomish
My appointment expires 11/29/2010

EXHIBIT A
Legal Description

The East half of the West half of the South half of the North half of the Southwest quarter of the Northwest quarter of Section 15, Township 27 North, Range 5 East, W.M., in Snohomish County, Washington;
TOGETHER WITH an easement for ingress, egress and utilities over, under and across the South 30 feet of the West half of the South half of the North half of the Southwest quarter of the Northwest quarter of Section 15, Township 27 North, Range 5 East, W.M., in Snohomish County, Washington;
EXCEPT the West 30 feet thereof conveyed to Snohomish County for road by Deed recorded under Auditor's file No. 648160; and
EXCEPT that portion thereof lying within the above described main tract.

SITUATE in the County of Snohomish, State of Washington.

EXHIBIT B
Legal Description

The West half of the West half of the South half of the North half of the Southwest quarter of the Northwest quarter of Section 15, Township 27 North, Range 5 East, W.M., in Snohomish County, Washington;
EXCEPT the West 30 feet thereof conveyed to Snohomish County for road by Deed recorded under Recording No(s) 648160

ALSO KNOWN AS Lot A and a portion of Lot b of Short Plat No 216(9-73) recorded under Recording No 2314715, now known as Lot A of Boundary Line Adjustment #9402250189,

Situate in the County of Snohomish, State of Washington.

Unofficial Document

[illegible]