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Skagit County Auditor

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After recording return document to:

NICOL LAW PLLC
PO Box 93
Mount Vernon, WA 98273

DOCUMENT TITLE: PERMISSIVE USE AGREEMENT

REFERENCE NUMBER OF RELATED DOCUMENT: No. 201202220011.

GRANTOR(S): Manu Forti, LLC, a Washington Limited Liability Company

GRANTEE(S): Paul Wittrock, an unmarried person

ABBREVIATED LEGAL DESCRIPTION:

Lots 10-12, Block 24, Bowman's Central Ship Harbor City of Anacortes

ADDITIONAL LEGAL DESCRIPTION ON PAGE 2 OF DOCUMENT.

ASSESSOR'S TAX PARCEL NUMBER(S): P56869 / 3776-024-012-002

PERMISSIVE USE AGREEMENT

This Permissive Use Agreement is made this _____ day of _____, 2016, by and among Manu Forti, LLC, a Washington Limited Liability Company, ("Grantor") and Paul Wittrock, an unmarried person ("Grantee");, and each of them (together the "Parties").

I Recitals:

WHEREAS, Grantor owns and has title to certain real property located in Skagit County, Washington, commonly referred to as 810 7th Street, Anacortes, WA 98221, and legally described as:

Lots 10-12, Block 24, Bowman's Central Ship Harbor City of Anacortes, recorded under Skagit County Recording #201202220011;

Situate in the County of Skagit, State of Washington

("Grantor's Property");

AND WHEREAS, Grantee desires to purchase a different parcel of grantor's property commonly described as 808 7th Street, Anacortes, WA 98221, which is located next to Grantor's Property (the "Purchased Property") and legally described as:

BOWMAN'S C.S.H.W.F. PLAT TO ANA. LTS 13 & 14 BLK 24;

Situate in the County of Skagit, State of WA.

AND WHEREAS, the Grantee desires to temporarily access the Purchased Property through the Grantor's Property for construction purposes described herein;

AND WHEREAS, Grantor and Grantee wish to establish and memorialize the terms under which such access shall be granted and controlled;

NOW, THEREFORE, in and for consideration of the mutual benefits received and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grantee has approached Grantor seeking to temporarily use a portion of the Grantor's Property to access the Purchased Property for construction and modification to the Purchased Property.

2. Through the operation of this document, the Parties seek to clarify and memorialize the permissive nature of the use of Grantor's Property by Grantee and the terms, length and extent of such use. This is not intended as a contractual agreement for the use of Grantor's Property, but rather in the nature of a revocable license with contractual provisions to define the terms of the license and to protect the Parties from exposure to liability.

II Statement of Terms and Use:

1. The undersigned Grantor and Grantee do hereby acknowledge and agree that through the operation of this document Grantor grants to Grantee, its agents, employees sub-contractors and contractors, permission to enter onto a specific portion of the Grantor's Property (the "Access Area") for the sole purpose of ingress and egress and the staging and accommodation of construction equipment and materials necessary for completion of Grantee's lifting of the existing home located on the Purchased Property, for the installation of a new foundation for said home and all reasonably related and necessary activities associated with said construction project. The Access Area is described as:

The Easternmost six (6) feet of Lots 10-12, Block 24, Bowman's Central Ship Harbor City of Anacortes, recorded under Skagit County Recording #201202220011; Situate in the County of Skagit, State of WA

2. This Agreement shall allow for the access and uses herein beginning September 1, 2016, and for ninety (90) days thereafter. If the construction cannot be completed within the initial ninety (90) days, the term shall be extended an additional thirty (30) days for which the Grantee shall pay the Grantor the sum of one thousand and 00/00 dollars (\$1000.00). Additional extensions, should they become necessary, may be negotiated by the parties.

3. Grantee's permissive use shall be limited to the specific purpose stated in this Agreement. Grantee's use of the Grantor's Property is intended only as a means of access and not as permission to alter or modify Grantor's Property more than is reasonably necessary to complete the proposed construction project described above. Once the project is completed, the Grantee shall return the Grantor's property to its original condition.

4. Any alteration or modification to Grantor's Property, or to any improvements, structures or fixtures located thereon, that Grantee proposes to perform or performs that exceeds what is reasonably necessary to complete the proposed construction project described above shall first be approved in writing by Grantor. In the event Grantee does alter, change or cause damage to Grantor's Property without first obtaining written permission from Grantor, Grantee shall be responsible to abate and remediate such damage, alteration or change and return Grantor's Property to its original condition.

5. Grantee assumes any and all responsibility and liability for their entry onto Grantor's Property. In the event Grantor suffers harm, or is exposed to liability of any type or kind whatsoever, either directly or indirectly related to Grantee's entry onto and/or use of Grantor's Property, Grantee shall indemnify, hold harmless and defend, to include attorney's fees and costs, Grantor, its officers, members, shareholders, economic interest holders, assigns, independent contractors, representatives and employees from any and all liability that arises or may arise as a result of Grantee's use of or entry onto

Grantor's Property; to include, but not limited to premises liability or liability for personal injury to persons, property, or intangibles. This limitation of liability and hold harmless provisions is intended to cover, but not limited to, injury or damage to Grantee's employees or equipment.

6. Grantee agrees and covenants not to transport or use hazardous materials upon Grantor's Property or expose Grantor's Property to hazardous materials of any kind or type whatsoever. In the event Grantee does, whether inadvertently or otherwise expose Grantor's Property to hazardous materials, Grantee agrees and covenants to bear the full expense of any cleanup associated with said exposure and to indemnify, hold harmless and defend, to include attorney's fees and costs, Grantor, its officers, members, shareholders, economic interest holders, assigns, independent contractors, representatives and employees, from any and all liability that arises or may arise as a result of Grantee's use or transport of hazardous materials onto Grantor's Property.

Grantee shall be solely liable and responsible for all remedial costs and expense, including remedial action costs and expenses, and for all natural resource damages resulting from the release or threatened release of oil, toxic waste, toxic material or other hazardous substances of any type or kind on Grantor's Property. Grantee agrees to pay, be responsible for, indemnify, defend and hold harmless Grantor from any loss, claim, charge, damage or suit of any kind whatsoever by third parties arising out of or in any manner connected with Grantee's use of Grantor's Property, including, as discussed above, any use relating to the storage, manufacture, testing use or sale of hazardous or toxic substances

7. Grantee shall not use or permit Grantor's Property, or any part thereof, to be used for any purposes other than those set forth herein. Grantee shall neither permit on Grantor's Property any act, sale or storage that may be prohibited under standard forms of fire or liability insurance policies, or in violation of any law or ordinance, nor use Grantor's Property for any such purpose. In addition, no use shall be permitted to be made that shall result in (1) waste on Grantor's Property, (2) a public or private nuisance that may disturb the quiet enjoyment of surrounding property owners, (3) improper, unlawful or objectionable use, including sale, storage, or preparation of materials generating an objectionable odor on the premises, or (4) noises or vibrations that may disturb surrounding owners. Grantee agrees to and shall comply with all governmental regulations and statutes affecting Grantor's Property which are now in effect or as may come into effect in the future.

8. Grantee agrees and covenants that Grantee is a licensed, insured and bonded contractor or will hire and use a licensed, insured and bonded contractor, and that prior to entering onto the Grantor's Property, Grantee, or Grantee's agents, contractors or representatives shall obtain all inspections, permits, licenses, bonds and insurance necessary or required to perform the work proposed.

9. All personal or business property placed on Grantor's Property by Grantee shall be placed there at the risk of Grantee. Neither Grantor nor Grantor's agents, its officers, members, shareholders, economic interest holders, family members, assigns, independent contractors, representatives and employees shall be liable for any damage, either to person or property, sustained by Grantee or others caused by any defects now in Grantor's Property or hereafter occurring therein, or due to the buildings or any part or appurtenance thereof becoming out of repair, or caused by the bursting or leaking of water, gas, sewer or steam pipes, or from any act or neglect of employees or other persons, or due to the happening of any accident from whatsoever cause in and about Grantor's Property. Grantee shall pay all taxes assessed on any personal property of Grantee on Grantor's Property during the term of this License.

10. Grantee shall not do or suffer anything to be done whereby the land and buildings on which Grantor's Property are a part may be encumbered by any mechanic's or materialman's lien; and Grantee shall, whenever any such lien is filed against said land and building purporting to be for labor or materials furnished, discharge the same of record within ten (10) days after the date of filing unless otherwise agreed to in writing by the undersigned parties. In the event Grantor's Property is encumbered by any mechanic's or materialman's lien through the fault of Grantee, its agents, employees, officers, residents, or members, and said lien is not removed within ten (10) days after the date of filing, Grantor shall have the right, but not the obligation to pay such lien and seek to collect from Grantee, or to simply seek to collect from Grantee to pay the lien. Such collection action shall include, but is not limited to the right to place a lien upon Grantee's property (including the Purchased Property) for the full amount of the lien paid by Grantor as well as the costs and fees, including reasonable attorney's fees and costs, incurred by Grantor in removing said the lien.

11. It is understood and agreed by and between the parties hereto that Grantee shall carry liability insurance and an umbrella-type policy of property damage, personal injury and liability insurance with single limits of one million and No/100 Dollars (\$1,000,000.00), so as to be able to pay, be responsible for, defend, indemnify and hold Grantor harmless from any and all claims arising out of Grantee's use of Grantor's Property, to include, but not limited to coverage for claims brought by Grantee's agents, employees sub-contractors and contractors or the heirs, assigns, estates or other and additional entities who may have an in claims of the above-named parties. Grantor shall be named as an additional-named insured, and shall receive on reasonable request a copy of said policy or policies. Grantee further agrees that it shall comply with any and all requirements, conditions, covenants and the like which may be required from time to time during the term of this License or any renewal hereof, by Grantor's insurance coverage on Grantor's Property. Additionally, the insurance policy or policies required herein to be purchased by Grantee shall apply to and cover any losses that Grantee may suffer by reason of fire or theft.

12. It is agreed that there shall be no assignment, transfer or subleasing of this license or possession of Grantor's Property described herein by operation of law or otherwise by Grantee without the written consent of Grantor.

III General Terms:

1. **Jurisdiction and Venue:** In the event any action is brought to enforce this Agreement, the parties agree that Washington State law will control, Jurisdiction shall be in the State of Washington and venue shall reside exclusively in Skagit County, Washington.

2. **Modification:** This Agreement represents the full and complete agreement of the parties, superseding all previous communications, representations or agreements, whether written or oral, and may not be modified without the signed, written agreement of the Parties. No modification or waiver of this Agreement will be effective unless evidenced in a writing signed by both Parties. Any party's failure to enforce this Agreement in the event of one or more events that violate this Agreement shall not constitute a waiver of any right to enforce this Agreement against subsequent violations. The provisions of this Agreement are severable, and if any part of it is found to be unlawful or unenforceable, the other provisions of this Agreement shall remain fully valid and enforceable to the maximum extent consistent with applicable law.

3. **Voluntary Execution:** The Parties represent, understand and agree that this Agreement is made and entered into as their free and voluntary act and that the consideration exchanged is sufficient for the purposes herein.

4. **Authority:** Grantor and Grantee, and each of them, certify by their respective signatures below that said signatories are authorized to act on behalf of and bind their respective corporations, LLC's or organizations subscribing to this Agreement, and that Grantor and Grantee, and their respective corporations, LLCs or organizations, if any, and each of them, will be bound by the terms of this Agreement through the operation of said signatures. The Parties further agree to obtain whatever documentation or perform whatever action is necessary under the terms of their respective corporate documents, agreements, by-laws or articles of incorporation, if any, to bind their respective organizations to the terms of this Agreement before signing below.

5. **Notice**

Written Notice shall be deemed received at the address stated below on the third day after such notice is deposited, certified mail postage prepaid, with the US Postal Service.

Grantor: Manu Forti, LLC, c/o Nicol Law, PLLC, PO Box 93, Mount Vernon, WA 98273

Grantee: Paul Wittrock, 10810 298th Ave NE, Carnation, WA 98014

6. **Costs and Attorneys' Fees.**

a. Except as otherwise discussed in this Agreement, each Party shall bear the cost of their respective attorney's fees and costs incurred to the date of this Agreement.

b. If, however, by reason of any breach or default on the part of either Party hereto it becomes necessary for the other Party hereto to employ an attorney, then the non-breaching Party shall have and recover against the other Party in addition to costs allowed by law, reasonable attorneys' fees and litigation-related expenses, including the cost of expert witnesses. The non-breaching Party shall be entitled to recover reasonable attorneys' fees and costs and expenses, as provided above, regardless of whether mediation, arbitration or litigation is actually commenced.

7. MISCELLANEOUS

a. The Parties agree to execute any and all documents that may be reasonably necessary to effectuate the intent of this Agreement.

b. The Grantee shall not assign, transfer, sell or delegate its rights or duties under this Agreement without the prior written consent of Grantor.

c. Each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein.

d. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which together shall constitute one agreement.

e. By signing this Agreement, each Party affirms that they are accepting the terms and conditions of this Agreement. A reproduction and/or facsimile of this document shall have the same force and effect as the original signed document.

f. All work to be performed by Grantee on Grantor's Property shall be in accordance with the plans submitted to and approved by Grantor, such approval not to be unreasonably withheld, and shall be completed in a careful and workmanlike manner free of claims or liens.

g. Each of the provisions of this Agreement has been reviewed and negotiated, and represents that combined work product of the Grantor and Grantee hereto. The Grantor and Grantee have been given ample opportunity to obtain counsel and consult therewith. No presumption of other rules of construction which would interpret the provisions of this Agreement in favor of or against the Party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Agreement.

h. This Agreement shall bind and inure to the benefit of the Parties, and their respective legal representatives, estates, successors, heirs, and assigns

GRANTOR:
Manu Forti, LLC,

GRANTEE:



By Gregory McKee, Member

Paul Wittrock

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 13 day of August, 2016, before me, personally appeared GREGORY MCKEE to me known to be a member of MANU FORTI, LLC, a Washington Limited Liability Company, and who executed the within and foregoing instrument to be the free and voluntary act and deed of said LLC, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said LLC.

GIVEN under my hand and official seal the day and year first above written.



Eileen Hebert (Name)
NOTARY PUBLIC in and for the State of
Washington residing at: Anacortes, WA
My Commission Expires: 1-21-18

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that Paul Wittrock 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 this _____ day of _____, 2016.

(Name)
NOTARY PUBLIC in and for the State of
Washington residing at: _____
My Commission Expires: _____