

AFTER RECORDING, MAIL TO:

Hellsell Fetterman, LLP  
ATTN: Michael A. Spence  
1001 Fourth Avenue, Suite 4200  
Seattle, WA 98154

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FATCO 3023925

**PERMISSIVE USE AGREEMENT AND LICENSE**

**Grantor(s):** NATHAN H. TALBOT and ELIZABETH D. TALBOT,  
husband and wife

**Grantee(s):** LAWRENCE M. ESTRADA and BRITTNI L. ESTRADA,  
husband and wife

**Abbreviated Legal Description:** PORTION OF LOT 19 AND ALL OF LOT 20, BLOCK 5, REPLAT OF JOHN H. MCGILVRA'S THIRD ADD. TO THE CITY OF SEATTLE, VOLUME 6 OF PLATS, PAGE 34; and  
PORTIONS OF LOT 21 AND LOT 22; BLOCK 5, REPLAT OF JOHN H. MCGILVRA'S THIRD ADD. TO THE CITY OF SEATTLE, VOLUME 6 OF PLATS, PAGE 34;  
ALL SITUATED IN KING COUNTY, WASHINGTON.

Complete legal description on Exhibits A and B.

**Assessor's Tax Parcel No(s):** 531810-0645-05; 531810-0660-05

**Document Reference No(s):** N/A

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THIS PERMISSIVE USE AGREEMENT AND LICENSE is entered into between NATHAN H. TALBOT and ELIZABETH D. TALBOT, husband and wife, (hereinafter collectively, "Grantor"), and LAWRENCE M. ESTRADA and BRITTNI L. ESTRADA, husband and wife, (hereinafter collectively, "Grantee").

**RECITALS**

1. Grantor owns real property located in King County, Washington, commonly known as 1523 39th Avenue East, Seattle, WA 98112 and legally described as in Exhibit "A" attached hereto and incorporated herein by reference.

2. Grantee owns real property located in King County, Washington, commonly known as 1527 - 39th Avenue East, Seattle, WA 98112 and legally described as in Exhibit "B" attached hereto and incorporated herein by reference.

3. Currently, a stone retaining wall and patio encroach onto Grantor's property, such that a portion of Grantor's property appears to be that of Grantee.

4. With this Permissive Use Agreement and License, Grantor hereby grants Grantee a permissive use and license to use a portion of Grantor's land for a stone retaining wall, a patio and other related purposes, in exchange for Grantee's waiver of claims of title through adverse possession or claims of prescriptive easement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

#### **PERMISSIVE USE AGREEMENT AND LICENSE**

1. Grant of Permissive Use/License. Grantor hereby grants to Grantee a perpetual exclusive license ("License") to use that portion of Grantor's property demarcated by a retaining wall and patio, as depicted on Exhibit "C", attached hereto and incorporated herein by reference, for a retaining wall and patio and related reasonable uses.

2. Waiver of Possessory Claims. As consideration for this License, Grantee and Grantee's heirs, successors and assigns hereby waive any and all claims of title to the subject property through adverse possession or possession, use and enjoyment through a prescriptive easement, or any other statutory or common law possessory or prescriptive claim to the subject property.

3. Duration of Permissive Use. At any time during the term of this Agreement, Grantor may request that Grantee remove the encroachment and any improvements thereon off of Grantor's property. Grantor shall give Grantee not less than sixty (60) days' written notice, and if Grantee fails to timely remove or relocate the encroachments, Grantor shall have the right to do so at Grantor's sole discretion. The parties hereby agree that the License shall automatically terminate and be deemed extinguished at such time as Grantee's Improvements are completely removed from the encroachment area. Following termination of the License, within 30 days after the written request of either party, the parties may execute, acknowledge and record an instrument confirming the termination and releasing the License and this Agreement from title.

4. Use and Maintenance of Property. Grantee shall not leave any junk or debris on the property subject to this agreement. Grantee shall bear the sole cost of maintenance, and repair of said property. Any maintenance and/or repair shall be taken in a prompt and professional manner to minimize the impact of such maintenance and/or repair upon the property. In using and maintaining the property, the parties shall not cause any violations

of any local, state or federal laws, codes, regulations or ordinances applicable to the subject property, or neighboring properties.

5. Lateral Support. Grantee shall take no action regarding the retaining wall that has the potential to undermine Grantor's lateral support without the approval of Grantor, which may be withheld or conditioned in Grantor's sole discretion. Conversely, Grantor shall take no action that will potentially weaken or cause the retaining wall to fail without the approval of Grantee, which may be withheld or conditioned in Grantee's sole discretion.

6. Miscellaneous. Time is of the essence hereof. The rights and restrictions contained in this Agreement shall run with the land and be binding upon and inure to the benefit of the parties hereto, and their respective heirs, successors and assigns. This Agreement represents the entire agreement of the parties with respect to the License, supersedes all prior or contemporaneous writings or discussions relating to the License and the encroachment area, and may only be amended in writing. The waiver of any default by either party shall not be construed as a continuing waiver or a waiver of any subsequent default of the same or any other provision of this Agreement. If any provision of this Agreement is found to be invalid, the remaining provisions shall not be affected. The terms of this Agreement shall be governed by and construed under the law of the State of Washington, and venue shall lie in the County in which the subject property is located. In the event legal proceedings are brought by either party against the other party by reason of the breach or enforcement of this Agreement, the prevailing party shall be entitled to recover from the other party all costs and expenses of the proceeding, including reasonable attorney's fees. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute the same agreement, whether or not all parties execute each counterpart.

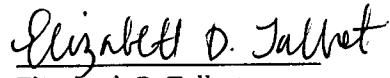
[Signature and acknowledgment pages follow]

DATED 2 day of May 2018.

GRANTOR:



Nathan H. Talbot



Elizabeth D. Talbot

GRANTEE:

\_\_\_\_\_  
Lawrence M. Estrada

\_\_\_\_\_  
Brittini L. Estrada

Unofficial Copy

STATE OF Florida }  
COUNTY OF Broward } SS.

I certify that I ~~know or~~ <sup>do</sup> have satisfactory evidence that NATHAN H. TALBOT and ELIZABETH D. TALBOT are the people who appeared before me, and said people 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.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 2<sup>nd</sup> day of May 2018.



Anthony D. Sciortino  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF990499  
Expires 8/26/2020

*[Handwritten Signature]*

(signature)

Anthony D. Sciortino

(printed name)

NOTARY PUBLIC in and for the State of Florida  
residing at 401 Freedom Court Deerfield Beach, FL 33447  
My Commission Expires 8/26/2020

STATE OF WASHINGTON }  
COUNTY OF \_\_\_\_\_ } SS.

I certify that I know or have satisfactory evidence that LAWRENCE M. ESTRADA and BRITTINI L. ESTRADA are the people who appeared before me, and said people 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.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed name)

NOTARY PUBLIC in and for the State of Washington,  
residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

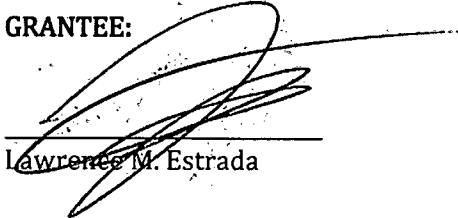
DATED 3<sup>rd</sup> day of May 2018.

**GRANTOR:**

\_\_\_\_\_  
Nathan H. Talbot

\_\_\_\_\_  
Elizabeth D. Talbot

**GRANTEE:**

  
\_\_\_\_\_  
Lawrence M. Estrada

\_\_\_\_\_  
Brittni L. Estrada

Unofficial Copy

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

I certify that I know or have satisfactory evidence that NATHAN H. TALBOT and ELIZABETH D. TALBOT are the people who appeared before me, and said people 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.

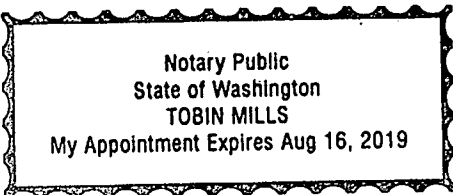
GIVEN UNDER MY HAND AND OFFICIAL SEAL this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
(signature)  
\_\_\_\_\_  
(printed name)  
NOTARY PUBLIC in and for the State of \_\_\_\_\_  
residing at \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

STATE OF WASHINGTON }  
COUNTY OF King } ss.

I certify that I know or have satisfactory evidence that LAWRENCE M. ESTRADA and ~~BRITTINI L. ESTRADA~~ are the people who appeared before me, and said people 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.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 3<sup>rd</sup> day of May, 2018.



[Signature]  
(signature)  
Tobin Mills  
(printed name)  
NOTARY PUBLIC in and for the State of Washington,  
residing at 133 Broadway E 404 Seattle WA 98102  
My Commission Expires 8/16/19

DATED 1 day of May 2018.

GRANTOR:

GRANTEE:

\_\_\_\_\_  
Nathan H. Talbot

\_\_\_\_\_  
Lawrence M. Estrada

\_\_\_\_\_  
Elizabeth D. Talbot

Brittini Estrada  
\_\_\_\_\_  
Brittini L. Estrada

Unofficial Copy



STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS.

I certify that I know or have satisfactory evidence that NATHAN H. TALBOT and ELIZABETH D. TALBOT are the people who appeared before me, and said people 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.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(printed name)

NOTARY PUBLIC in and for the State of \_\_\_\_\_

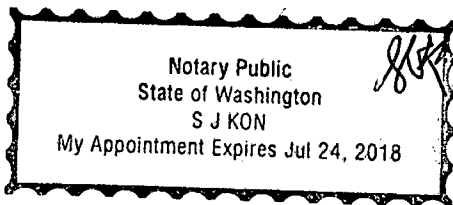
residing at \_\_\_\_\_

My Commission Expires \_\_\_\_\_

STATE OF WASHINGTON }  
COUNTY OF KING } SS.

I certify that I know or have satisfactory evidence that LAWRENCE M. ESTRADA and BRITTINI L. ESTRADA are the people who appeared before me, and said people 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.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 1 day of May 2018, 2018.



SJKON  
(signature)

SJKON  
(printed name)

NOTARY PUBLIC in and for the State of Washington,  
residing at WA

My Commission Expires 7-24-18

**EXHIBIT A**

**LEGAL DESCRIPTION OF GRANTOR**

THE NORTH HALF OF LOT 19 AND ALL OF LOT 20, BLOCK 5, REPLAT OF JOHN J. MCGILVRA'S THIRD ADDITION TO THE CITY OF SEATTLE, ACCORDING OT THE PLAT THEREOF, RECORDED IN VOLUME 6 OF PLATS, PAGE 34, IN KING COUNTY, WASHINGTON;

TOGETHER WITH THE EAST HALF OF THE VACATED ALLEY ADJOINING.

**SITUS ADDRESS:** 1523 39<sup>th</sup> Avenue East, Seattle, WA 98112

**KING COUNTY TAX PARCEL NO.:** 531810-0645-05

**EXHIBIT B**

**LEGAL DESCRIPTION OF GRANTEE**

THE EAST 80 FEET OF LOT 21 AND THE EAST 80 FEET OF THE SOUTH HALF OF LOT 22;  
ALL IN BLOCK 5, REPLAT OF JOHN H. MCGILVRA'S THIRD ADDITION TO THE CITY OF  
SEATTLE, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 6 OF PLATS, PAGE  
34, IN KING COUNTY, WASHINGTON.

**SITUS ADDRESS:** 1527 39<sup>th</sup> Avenue East, Seattle, WA 98112

**KING COUNTY TAX PARCEL NO.:** 531810-0660-05

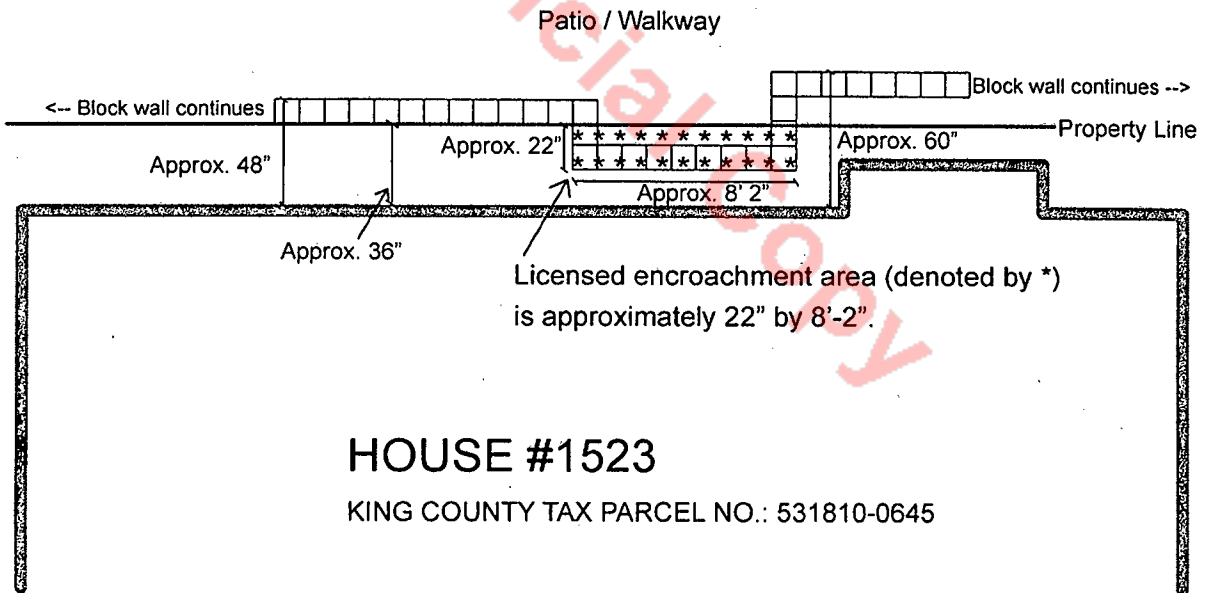
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EXHIBIT C  
ENCROACHMENT AREA



HOUSE #1527

KING COUNTY TAX PARCEL NO.: 531810-0660



NOTE: THE ABOVE DRAWING IS INTENDED FOR ILLUSTRATIVE PURPOSES ONLY AND IS NOT TO SCALE. ALL MEASUREMENTS/DIMENSIONS ARE APPROXIMATE.