

After recording return to:

Richard B. Shattuck
Attorney at Law
4102 NW Anderson Hill Road
Silverdale, Washington 98383

PERMISSIVE LAND USE AGREEMENT

Reference #:
Grantor(s): TEAL LAKE VILLAGE ASSOCIATION
Grantee(s): _____
Legal Description: Lot ____, Plat of Teal Lake Village
Assessor's Tax Parcel ID No.: _____

THIS LICENSE AND PERMISSIVE LAND USE AGREEMENT ("Agreement") is made and entered into on or about the ____ day of _____, 201____, by and between the undersigned Lot owner(s) within the Plat of Teal Lake Village (hereafter "the Owners"), and the TEAL LAKE VILLAGE ASSOCIATION, a Washington nonprofit corporation (hereafter "Association"). For and in consideration of the mutual covenants contained herein, the parties agree as follows:

1. OWNERSHIP.

A. The Plat of Teal Lake Village is legally described in Exhibit A, attached hereto and incorporated herein by this reference (hereafter "Teal Lake Village"). A map showing Teal Lake Village is attached hereto as Exhibit B.

B. The Owners are the legal owners of Lot(s) ____ in Teal Lake Village (hereafter "Lot").

C. The Association owns the Limited Common Areas in Teal Lake Village as shown on Exhibit B.

2. PURPOSE. During, or subsequent to, construction of improvements on the Lot, landscaping, and related improvements were placed within a portion of the Limited Common Areas ("Encroachment Area"). The Association has identified the encroachment and discussed alternative solutions with the Owners in an attempt to reach an amicable solution to the situation. In consideration of the mutual covenants herein, the Association has agreed to grant a license for permissive use of the Encroachment Area pursuant to the terms and conditions set forth herein.

3. USE AGREEMENTS.

A. Permissive Use. The Association agrees to grant the Owners a license for permissive use of the Encroachment Area in accordance with the terms herein.

B. Scope of Permitted Uses. The Owners understand and agree that the Encroachment Area may only be used for placement, maintenance, upkeep and repair of landscaping, related improvements and yard furniture ("Permitted Uses"). Use of the Encroachment Area is limited to the Permitted Uses expressly set forth herein. No other uses, additional improvements or personal property shall be placed or constructed in the Encroachment Area without the express written consent of the Association. Consent shall be at the sole discretion of the Association and will be subject to any design standards, rules and regulations, resolutions, or other requirements as may be established from time-to-time by the Association.

C. Maintenance. The Owners understand and agree that timely maintenance of the Encroachment Area and the improvements therein shall be their sole responsibility and the Encroachment Area shall be kept in a neat, safe and well maintained condition.

D. Access. It is expressly understood and agreed that the Association shall have the right of access onto the Encroachment Area at all times during normal business hours for purposes of compliance inspections, removal of any unauthorized improvements, or maintenance of the Encroachment Area in the event that the Owners fail to properly maintain as provided herein. Any expenses associated with maintenance and/or removal of unauthorized improvements shall be the sole responsibility of the Owners and shall be paid immediately upon receipt of a statement from the Association.

4. NO ADVERSE POSSESSION. It is expressly understood and agreed that the Association is providing a license for voluntary and permissive use of the Encroachment Area to the Owners. Neither the Owners, nor their successors and/or assigns, shall be entitled to claim any ownership interest in the Encroachment Area or any portion of the Limited Common Area whatsoever, including without limitation any claim to the property by utilization of the doctrines of Adverse Possession, Prescriptive Easement, or similar theory.

5. INDEMNITY/RISK OF LOSS.

A. The Owners, their successors and/or assigns, agree to indemnify, defend and hold the Association and/or successor owners of the Encroachment Area, harmless from any claims, demands, actions, causes of action, attorneys' fees, costs and other expenses relating in any way to the Owners', or their guests, invitees or agents, use or occupancy of the Encroachment Area including, but not limited to, any death, personal injuries and/or property damage suffered by any person.

B. The Owners accept all responsibility for improvements within the Encroachment Area. The Association shall have no liability whatsoever to the Owners, or any third parties, relating to property damage to personal property or improvements within the Encroachment Area.

6. SPECIFIC CONDITIONS.

A. Where practical, permission to install improvements upon Limited Common Area land is limited to an area along the rear property line which is no greater than 20 feet from said rear property line.

B. All plantings and materials must be in compliance with the Design Standards and the Declaration of Covenants, Conditions and Restrictions of the South Bay Community Association.

C. Any improvements made to the Limited Common Area are at the Owner's expense, but does not constitute any legal claim to ownership of the Limited Common Area involved or to the improvements themselves.

D. If the residential irrigation system is extended to water the Limited Common Area involved, the Owner(s) is responsible for installation costs and the timely maintenance of same.

E. Teal Lake Village Association reserves the right to restore the Limited Common Area and/or Encroachment Area to its original state prior to improvements at the expense of the Owner(s).

F. Upon sale of the Lot, it is the Owner's responsibility to disclose the terms and conditions of this Agreement to any future buyers. The Teal Lake Village Association shall not be liable for any failure to comply.

7. AGREEMENT BINDING AND RUNNING WITH THE LAND. The parties agree that the Lot and Encroachment Area identified herein shall be held, sold and conveyed subject to the terms and conditions set forth in this Agreement, which shall run with the land and be binding on all parties having any right, title or interest in said property, their heirs, successors and assigns, and shall inure to the benefit of said parties.

8. LITIGATION. In the event of litigation arising out of, or relating to, this Agreement, the prevailing party shall be entitled to recover its reasonable costs, attorneys' fees, consultant fees and court costs associated with any such action.

9. AMENDMENT. This Agreement shall not be amended except in writing signed by all parties hereto. Any such amendment shall be immediately recorded with the Jefferson County Auditor prior to becoming effective.

10. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the parties in connection with the subject matter addressed herein. Each party acknowledges that it has not executed this document in reliance on any promise, representation or warranty not contained in this Agreement.

IN WITNESS WHEREOF, the parties hereunto set their hands the date set forth above.

**TEAL LAKE VILLAGE ASSOCIATION,
a Washington Non-Profit corporation**

By: _____
Its: _____

_____, Owner

_____, Owner

STATE OF WASHINGTON)
) ss.
County of _____)

On this day personally appeared before me, _____, to me known to be the President of Teal Lake Village Association, the Washington nonprofit corporation that executed the foregoing instrument and acknowledged the same instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of the corporation.

GIVEN UNDER my hand and official seal this ____ day of _____, 201__.

Print Name: _____
NOTARY PUBLIC in and for the
State of Washington, residing
at _____.
My commission expires: / /

STATE OF WASHINGTON)
) ss.
County of _____)

On this day personally appeared before me, _____ and _____, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal this ____ day of _____, 201__.

Print Name: _____
NOTARY PUBLIC in and for the
State of Washington, residing
at _____.
My commission expires: / /