

AFTER RECORDING, RETURN TO:

GARY T. JONES, JONES & SMITH
P. O. BOX 1245
MOUNT VERNON, WA 98273

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JERRY MCINTURE
SKAGIT COUNTY CLERK

H-80146 WHH

'91 JAN 15 P3:35

185
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

RECORDED FILE
REQUEST OF

JAN 15 1991

9101150051

TRAIL EASEMENT

Amount Paid \$
By: Skagit County Treasurer Deputy

For and in consideration of Ten dollars (\$10), in hand paid, and other good and valuable consideration, receipt whereof is hereby acknowledged, the grantors, Philip S. Cook, who also appears of record as Philip Sutherland Cook and Philip Sutherland Cook III, and Mary M. Cook, who also appears of record as Molly Cook, husband and wife, and Estelle W. Ferguson, an unmarried woman, who also appears of record as Estelle C. Wright, hereby convey and grant to the grantees, Mark Buggins and Sheri Buggins, husband and wife, a walking route easement to be used exclusively by the grantees, their successors and assigns as well as authorized guests of the grantees, their successors and assigns, as a foot path trail originating on the shoreline of the property described in Exhibit "A" and providing walking trail access to that certain parcel of real property in Skagit County, Washington legally described as follows:

Government Lot 4, Section 31, Township 36 North, Range 1 East, W. M., EXCEPT that portion lying southerly of the following described line:

Beginning at a point in the government meander line of the shore of Strawberry Bay, said point being North 59° West, 250.8 feet from the meander corner to the fractional Sections 31 and 32, said Township 36 North, Range 1 East, W. M.; thence North 34° 02' East along the easterly bank of a small creek a distance of 384 feet, more or less, to an intersection with the section line between said Sections 31 and 32; thence North along said section line a distance of 441.1 feet to a stake and the true point of beginning of this line description; thence West 1,320 feet, more or less, to the West line of Lot 4 and the terminus of this line description.

HCC TITLE INSURANCE

SUBJECT TO THE FOLLOWING CONDITIONS AND COVENANTS:

1. Grantees shall have the right to land a dinghy or skiff on the shore of Strawberry Bay for the purpose of gaining access, provided that such dinghy or skiff shall be stored above the ordinary high water mark and only during such time as one or more of the owners or their authorized guests are on the premises served by this easement; and provided, further, that no permanent structure or building is authorized on the easement by this condition.

2. Grantees shall have the right to use improved trails or roads within the premises described in Exhibit "A" for the purpose of gaining access to the dominant tenement, provided that all use of the access shall be for non-vehicular passage by the grantees, or persons authorized by the grantees to make use of the dominant tenement above described.

3. Grantees, and grantees' successors and assigns, and those other persons authorized by grantees to use this easement, agree to assume any and all risk of using the easement and any improvements which may be made by grantors within the easement or in association with it. Grantees, and those claiming through the grantees, hereby waive all rights to notice of any hazard or defects in grantors' improvements or property. Grantees, their successors and assigns, promise to indemnify, defend and hold harmless grantors and grantors' assigns from any liability to others arising out of the use of this easement or any property or

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improvements of the grantors. The grant of this easement is expressly conditioned upon the covenant of the grantees to assume all risks associated with use of the trail easement, waive notice of defects, indemnify, hold harmless and defend the grantors against claims arising out of use of the trail easement.

4. In the use of this easement, grantees covenant and agree to mitigate intrusion upon the privacy and quiet enjoyment of the grantors, their successors and assigns, to the extent that mitigation can be accomplished without loss of the non-vehicular access afforded by this trail easement. All uses mutually compatible with the rights hereby granted are reserved to the grantors over, under, along and across the premises subject to this easement.

5. The costs of any maintenance, improvement, repair, construction, reconstruction, location, or relocation of foot paths undertaken by grantees in the exercise of rights granted by this easement shall be born by the grantees, who waive any obligation or liability on the part of the grantors for the construction or maintenance of the access hereby granted.

6. This trail easement is not intended to be a grant of vehicular access along the easement route. Grantees, their successors and assigns hereby waive all rights to any other easement across grantors' property, except as described herein.

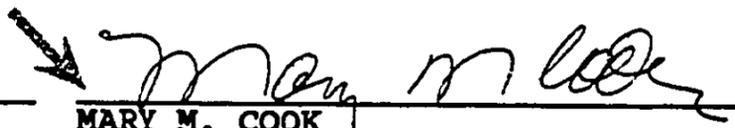
7. Grantees shall have the right to maintain a foot bridge at any water crossing along the easement route. Grantees may cut brush and vines necessary to maintain a clear foot path within the easement; provided, however, that no vegetation having a trunk, stem, or vine in excess of two inches in diameter shall be cut by grantees in the exercise of rights granted by this easement.

8. The dominant and the servient tenements presently receive open space current use assessment pursuant to Chapter 84.34 RCW. The fact that others may come upon the easement premises, or damage the grantees' trail improvements while on the premises, shall not give rise to any liability on the part of grantors and the parties acknowledge their mutual acceptance of any conditions generally applicable to continued receipt of open space current use assessment.

9. The forgoing grant and covenants recited herein shall be binding upon grantors, their successors and assigns, and equally binding upon the grantees, their successors and assigns. Because monetary damages may be inadequate as a remedy for violation of the foregoing conditions and covenants, the parties consent to the application of those equitable remedies for violation as a court may deem just including, without limitation, injunctive relief. If any party is required by the conduct of the other party to file suit to enforce any right or obligation of this easement, then the party who substantially prevails on the disputed issue(s) shall be entitled to attorney's fees and costs reasonably incurred to prosecute or defend the action.

DATED this 28TH day of DECEMBER, 1990.


PHILIP S. COOK


MARY M. COOK


MARK BUGGINS


SHERI BUGGINS

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ESTELLE W. FERGUSON by Philip S. Cook
ESTELLE W. FERGUSON, by her
Attorney in Fact, Philip S. Cook

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me PHILIP S. COOK and MARY M. COOK, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 15th day of JANUARY, 1991.



William H. Handstad
Notary Public in and for the State of
Washington residing at MOUNT VERNON
My Commission Expires: 12-10-93

STATE OF ALASKA)
) ss.
COUNTY OF SITKA)

On this day personally appeared before me MARK BUGGINS and SHERI BUGGINS, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 28th day of December, 1990.

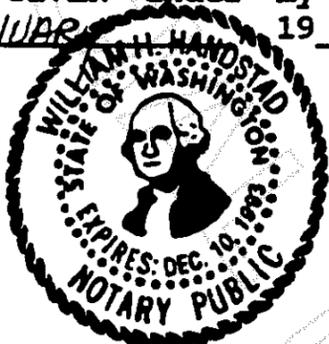


Kelly White
Notary Public in and for the State of
Alaska residing at SITKA
My Commission Expires: 10/3/92

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this day personally appeared before me PHILIP S. COOK, to me known to be the attorney in fact of ESTELLE W. FERGUSON, and acknowledged to me that he signed the within and foregoing instrument as his free and voluntary act and deed, in his capacity as attorney in fact for ESTELLE W. FERGUSON, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 14th day of JANUARY, 1991.



William H. Handstad
Notary Public in and for the State of
Washington residing at MOUNT VERNON
My Commission Expires: 12-10-93

EXHIBIT "A"

Real Property on Cypress Island, State of Washington, County of Skagit, to be used for trail easement purposes over, along and across a 30 foot strip of land within the Southwest Quarter of the Northwest Quarter and Government Lot 1 of Section 32, Township 36 North, Range 1 East, W. M., lying 15 feet on each side of the following described centerline:

Commencing at the Northwest corner of said Section 32; thence South $1^{\circ} 04' 27''$ East, along the West line of said Section 32, a distance of 1311.79 feet to the Northwest corner of the Southwest Quarter of the Northwest Quarter of said Section 32; thence continuing South $1^{\circ} 04' 27''$ East along said West line of Section 32 a distance of 219.09 feet to the true point of beginning; thence South $83^{\circ} 41' 31''$ East, 17.59 feet; thence South $73^{\circ} 55' 00''$ East, 160.45 feet; thence South $50^{\circ} 45' 00''$ East, 88.43 feet; thence South $57^{\circ} 53' 00''$ East, 229.84 feet; thence South $38^{\circ} 11' 32''$ East, 206.31 feet to the beginning of a curve to the left having a radius of 71.00 feet; thence Southeasterly along said curve to the left through a central angle of $55^{\circ} 03' 16''$ an arc distance of 68.22 feet; thence North $86^{\circ} 45' 12''$ East, 54.55 feet; thence South $53^{\circ} 01' 03''$ East, 63.02 feet; thence South $16^{\circ} 41' 22''$ West, 139.12 feet to the beginning of a curve to the left having a radius of 92.00 feet; thence Southeasterly along said curve to the left through a central angle of $40^{\circ} 16' 26''$ an arc distance of 64.67 feet; thence South $23^{\circ} 35' 04''$ East, 278.54 feet; thence South $7^{\circ} 51' 06''$ East, 90.55 feet to the beginning of a curve to the right having a radius of 146.00 feet; thence Southerly along said curve to the right through a central angle of $29^{\circ} 34' 42''$ an arc distance of 75.37 feet; thence South $21^{\circ} 43' 36''$ West, 111.89 feet; thence South $10^{\circ} 45' 06''$ West, 111.83 feet; thence South $10^{\circ} 15' 49''$ East, 340.77 feet to the beginning of a curve to the right having a radius of 120.00 feet; thence Southwesterly along said curve to the right, through a central angle of $51^{\circ} 15' 00''$ an arc distance of 107.34 feet; thence South $40^{\circ} 59' 11''$ West, 290 feet, more or less, to a line of mean high water of Strawberry Bay, said line being the terminus point of said centerline.

EXCEPTION

The terms and conditions contained in that certain agreement dated June 1, 1914, recorded June 17, 1914 under Auditor's File No. 103057 in Volume 97 of Deeds, Page 146, reference for which is made to the record for full particulars.

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