



200404280121

Skagit County Auditor

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AFTER RECORDING MAIL TO:

Name LEONARD & MYRTLE HELLER
Address 16929 VAUGHN RD.
City / State MOUNT VERNON, WA. 98273

FIRST AMERICAN TITLE CO.

B006023-E-2

Document Title(s): (or transactions contained therein)

1. EASEMENT
- 2.
- 3.
- 4.

Reference Number(s) of Documents assigned or released:

☐ Additional numbers on page _____ of document

Grantor(s): (Last name first, then first name and initials)

1. TRILLIUM CORPORATION
- 2.
- 3.
- 4.
5. ☐ Additional names on page _____ of document

Grantee(s): (Last name first, then first name and initials)

1. HELLER, LEONARD W.
2. HELLER, MYRTLE E.
- 3.
- 4.
5. ☐ Additional names on page _____ of document

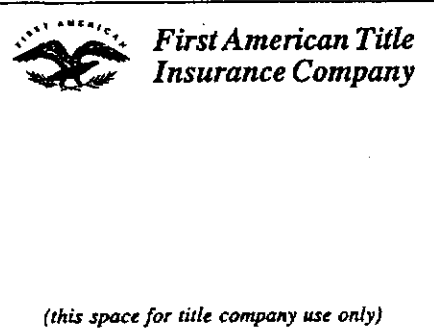
Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

3-35-4

☐ Complete legal description is on page _____ of document

Assessor's Property Tax Parcel / Account Number(s): P35722
P35731
P35732

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.



EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made this 28th day of April, 2004, by and between TRILLIUM CORPORATION, a Washington corporation ("Trillium"), and Leonard W. and Myrtle E. Heller ("Heller").

RECITALS

A. Trillium is the owner of certain real property located in the SW1/4 of the NE1/4 of Section 3, Township 35 North, Range 4 East of W.M., Skagit County, Washington as depicted on the map attached as Exhibit A (the "Burdened Property"). The Burdened Property is represented by tax parcel number P35722.

B. Heller is the owner of certain real property located in the N1/2 of the SW1/4 of Section 3, Township 35 North, Range 4 East of W.M., Skagit County, Washington as depicted on the map attached as Exhibit B (the "Benefited Property"). The Benefited Property is represented by tax parcel numbers P35731 and P35732.

C. Subject to the terms and conditions contained in this Agreement, Trillium desires to grant an easement over a portion of it's the Burdened Property to Heller, and Heller desires to acquire the easement from Trillium (the "Easement").

D. Capitalized terms shall have the meanings ascribed to them herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and conditions contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grant of Easement.

Trillium does hereby grant, bargain, sell, convey, transfer and deliver unto Heller a non exclusive, 30 foot Easement for the purpose of reconstruction, use, and maintenance over the existing road for the purpose of hauling forest products from the Benefited Property and to provide access to said lands for forest land management and administrative activities. The existing road is located on the Burdened Property as approximately shown on Exhibit C attached hereto.



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2. Purchase Price.

The total purchase price for the Easement is Two Thousand and No/100 Dollars (\$2,000.00) (the "Purchase Price") payable in cash or other immediately available funds. Heller shall be responsible to pay all costs associated with the sale of said Easement, including any applicable excise tax. This Easement shall be recorded in the records of Skagit County, Washington.

3. Right to Practice Forestry.

Heller hereby agrees and acknowledges the following with respect to the Easement area:

(a) This Easement is granted through privately owned commercial forest land which is subject to intensive management activities including, but not limited to, timber harvest, road maintenance, slash disposal, burning, tree planting, mechanical brush control, chemical brush control, precommercial thinning, fertilization, pruning and haul of rock or other valuable materials from lands now owned or hereafter acquired by Trillium.

(b) Land outside the Easement boundary may not be entered for any reason, including woodcutting, without the permission of Trillium.

(c) The Burdened Property and surrounding area is subject to private roads which are used, among other things, for access to nearby commercial forest land. Traffic over said roads may include vehicles and equipment typically associated with industrial forestry activities and commercial rock sales.

(d) Notice is hereby given that because of the topography in the vicinity of the Burdened Property, seasonal rainfall may result in heavy water runoff especially within the floodplains of any mountain streams.

4. Duration of Easement.

The Easement herein granted shall be perpetual in duration and is given by Trillium to Heller, and to his successors and assigns, forever.

5. Cost of Construction and Maintenance.

Heller shall pay his proportionate share of any access gate repair and any road maintenance costs over the Easement area. Heller and Trillium shall agree upon



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the costs prior to undertaking such maintenance. Each party using any portion of a road shall repair, or cause to be repaired, at its sole cost and expense, that damage to said road occasioned by it which is in excess of that which it would cause through normal and prudent usage of said road.

6. Indemnity.

Heller shall indemnify and hold harmless Trillium from and against all losses, claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees and expenses, whether or not a lawsuit is instituted), arising out of or resulting from any actual or alleged injury to or death of any person, or from any actual or alleged loss of or damage to property, caused by any occurrence in or on the Easement or in connection with the use of the Easement by Heller or their employees, agents, licensees, contractors or invitees, unless such loss, damage, liability or expense is proximately caused by Trillium or its employees, agents, licensees, contractors or invitees.

7. Attorneys' Fees. If it shall be necessary for either Heller or Trillium to employ an attorney to enforce its rights pursuant to this Agreement because of the default of the other party, the defaulting party shall reimburse the non-defaulting party for reasonable attorneys' fees and expenses.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

TRILLIUM CORPORATION, a
Washington corporation

By Randy R. Forester

Its FORESTER

Leonard W. Heller 4-22-04
Leonard W. Heller

Myrtle E. Heller
Myrtle E. Heller



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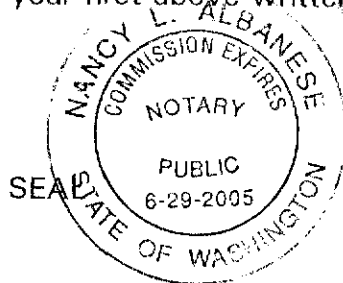
STATE OF WASHINGTON)

) ss.

COUNTY OF SKAGIT)

On this 28th day of April, 2004, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Randy Bartelt, to me known to be the _____ of Trillium Corporation, and acknowledged the foregoing 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 is authorized to execute the foregoing instrument on behalf of such corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Nancy L Albanese
{Print Name}

Notary Public in and for the State of Washington

My commission expires: 6-29-05

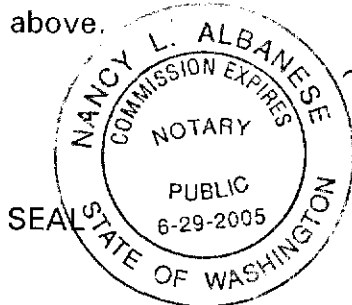
STATE OF WASHINGTON)

) ss.

COUNTY OF SKAGIT)

On this 28th day of April, 2004, before me a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Leonard W. and Myrtle E Heller, known to me to be the individuals named in and who executed the foregoing document, and acknowledged to me that they signed the same as a free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year first written above.



Nancy L Albanese
{Print Name}

Notary Public in and for the State of Washington

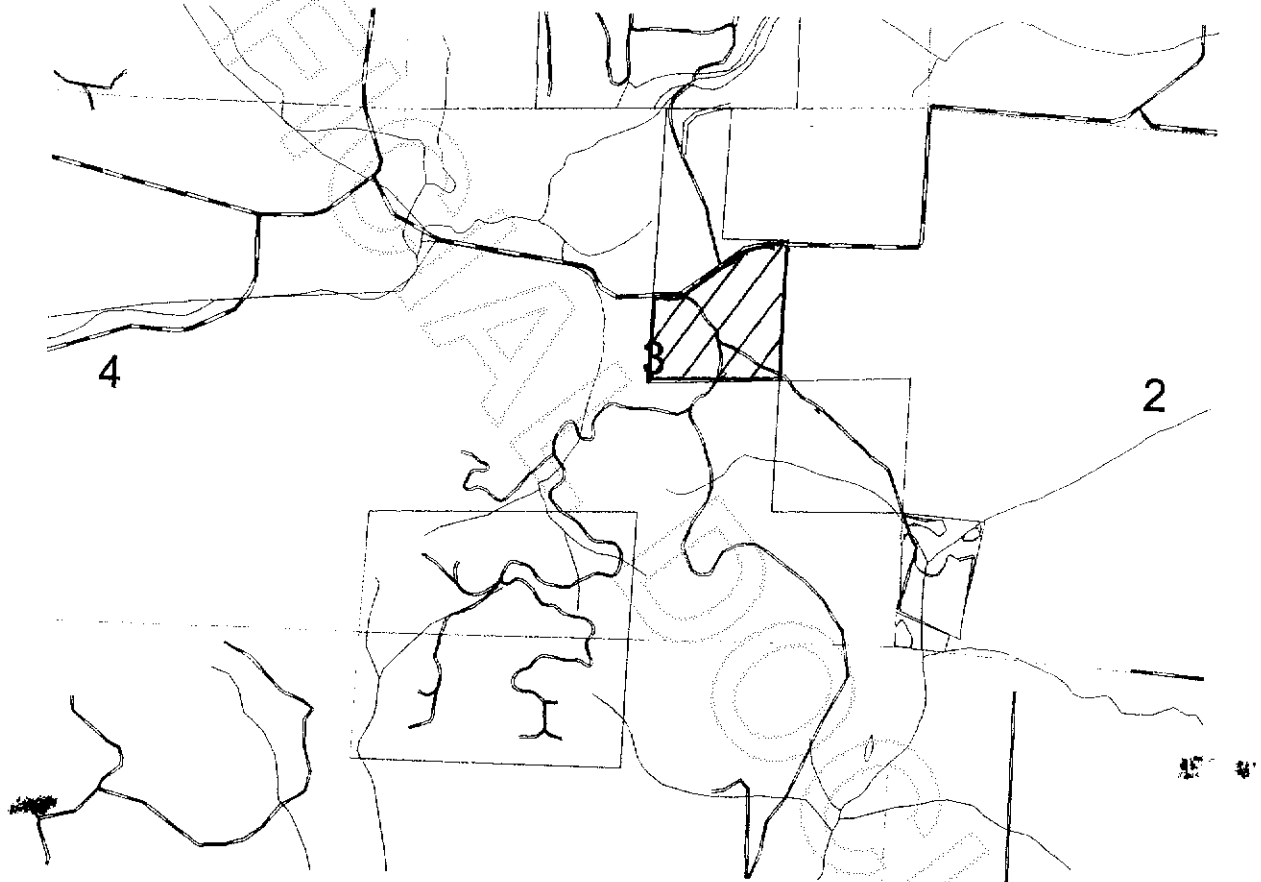
My commission expires: 6-29-05



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Exhibit A "Burdened Property"



Burdened Property:



P 35722

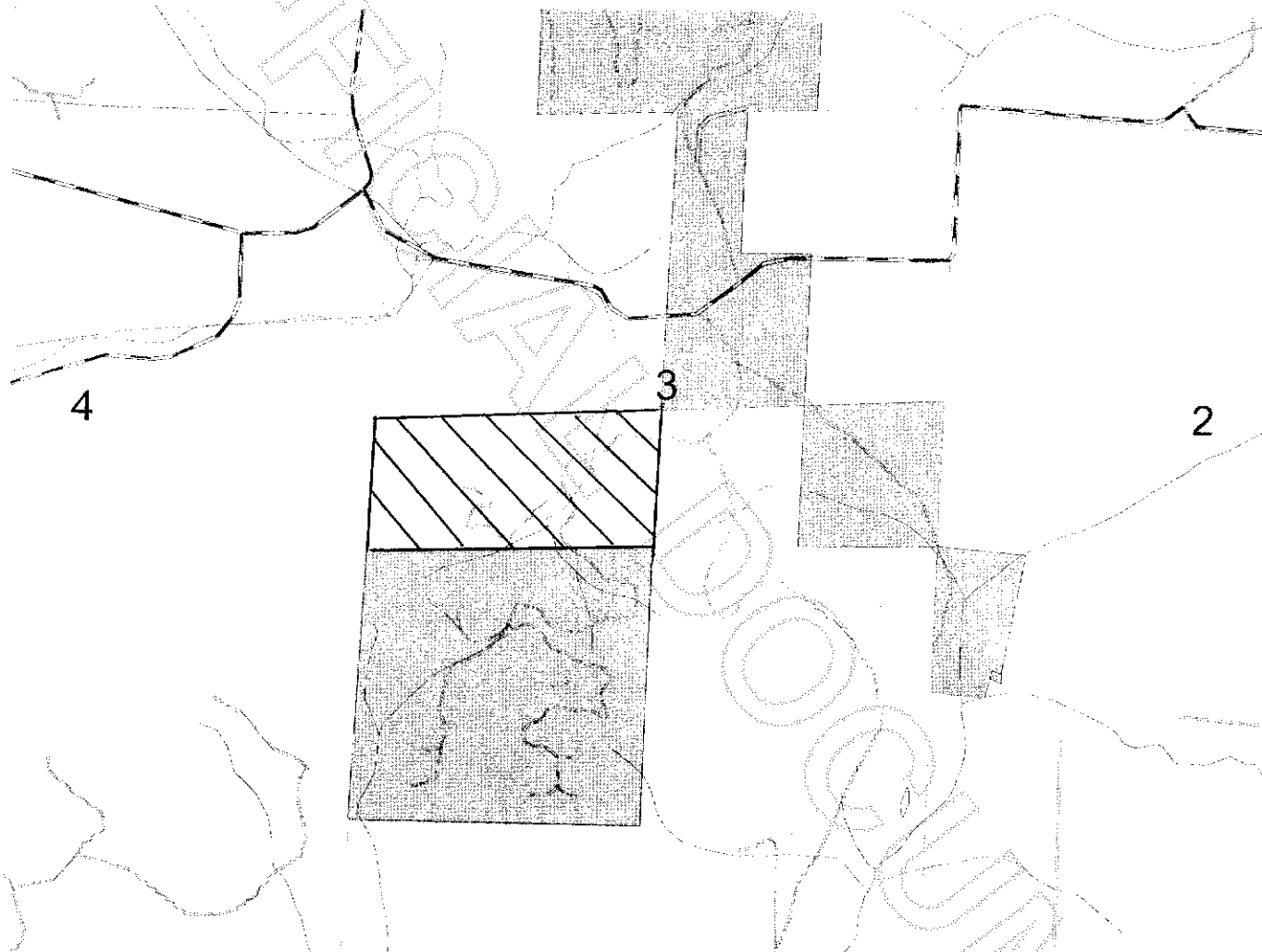


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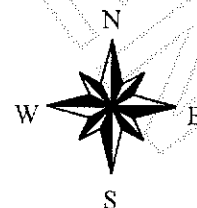
Exhibit B "Benefited Property"



Benefited Property:



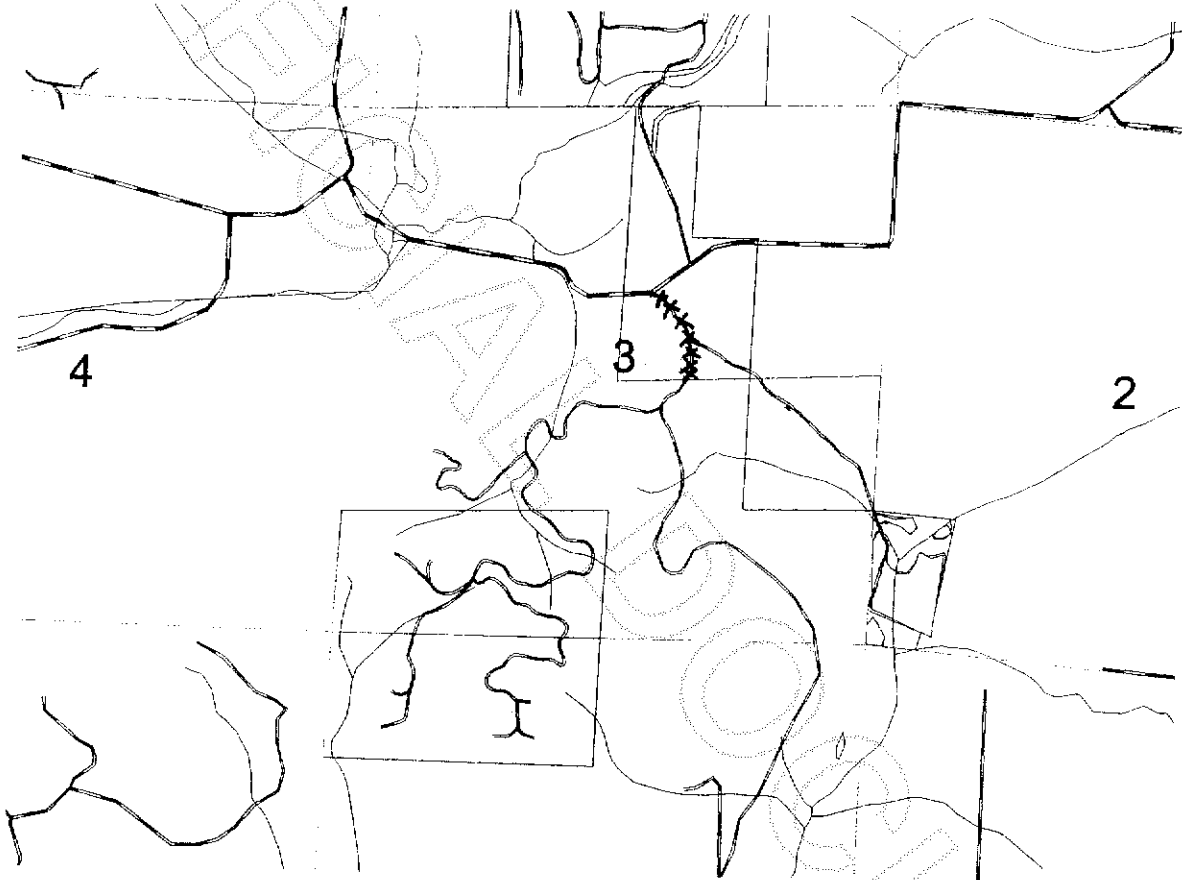
P35731
P35732



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Exhibit C "Road Easement"



Road Easement: xxxxx



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