

After Recording Return To:



200610050121

Skagit County Auditor

10/5/2006 Page 1 of 2 3:58PM

NAME OF DOCUMENT:	GRANT OF HUNTING EASEMENT
GRANTOR:	DEAN LARSEN
GRANTEE:	TOM ALIOTTI
ABBREVIATED LEGAL:	S1/2SE1/4, Sec. 28 T36N, R3E WM
TAX PARCEL NO.:	P48462 360328-4-002-0003, P48464 360328-4-004-0001

CHICAGO TITLE CO.

1C3965 ✓

GRANT OF HUNTING EASEMENT

This Grant of Hunting Easement is executed this 21st day of August, 2006, by and between DEAN LARSEN, hereinafter called the "GRANTOR" and TOM ALIOTTI, hereinafter called the "GRANTEE".

WHEREAS, the GRANTOR is the owner of approximately eighty (80) acres of real property located in Skagit County, Washington, and more particularly described as All of the South Half of the Southeast Quarter of Section 28, Township 36 North, Range 3 East, W.M., Situate in Skagit County, Washington; and

WHEREAS, the parties desire that the GRANTEE, and others, have the right to hunt recreational water fowl on said property, with certain restrictions, as more particularly set forth hereafter.

THEREFORE, the parties mutually agree as follows:

1. GRANT OF HUNTING RIGHTS. GRANTOR hereby grants to the GRANTEE, his heirs, successors and assigns, an easement for recreational water fowl hunting on the property more particularly described on the attached Exhibit "A". Also granted the right to hunt on the subject property is the GRANTEE'S father, Nick Aliotti, and his friend, Don Kessring. Further, the GRANTEE may designate up to four other individuals annually to also hunt on the subject property and for each to bring at least two guests to engage in the hunting activity.

2. PROTECTION OF PROPERTY. Individuals utilizing this Easement shall make their best efforts to assure that there will be no permanent damage to any of the real or personal property, and that the property shall be maintained in a clean and

orderly fashion with immediate repair to all holes dug for blinds and shall specifically prohibit any hunting to take place within 300 feet of any permanent structures.

3. INDEMNIFICATION. The GRANTEE agrees to hold the owner harmless and shall indemnify her for any claims or causes of action which may arise out of the hunting activity on the subject property, which shall include reimbursement for any costs or attorney's fees incurred.

4. DURATION. This Easement shall terminate upon the GRANTEE'S death or if such hunting activity becomes a violation of state, federal or local law. This shall be a covenant running with the land.

5. EXCLUSIVE EASEMENT. This hunting easement shall be exclusive to the GRANTEE, his father and friend, along with his designated hunting guests. Further easements shall not be granted to any third parties without the consent of the GRANTEE.

6. DEFAULT. If there is a default under the terms of this easement, then the prevailing party shall be entitled to reimbursement for costs and attorney's fees.

7. ENTIRE AGREEMENT. This document constitutes the entire agreement between the parties and shall be binding upon the heirs, successors and assigns of both the GRANTOR and GRANTEE.

IN WITNESS WHEREOF this document was executed on the day and year first written above.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

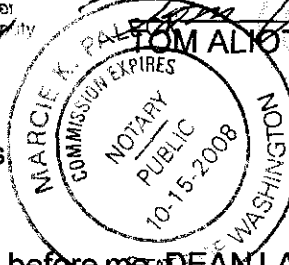
GRANTOR:

OCT 05 2006

GRANTEE:

Dean Larsen
DEAN LARSEN

Amount Paid \$
By Skagit Co. Treasurer
Date



STATE OF WASHINGTON)

SKAGIT MCD)
COUNTY OF WHATCOM)

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On this day personally appeared before me DEAN LARSEN, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes mentioned in the instrument.

DATE: October 5 2006

MARCIE K. PALECK
Marcie K. Paleck
NOTARY PUBLIC in and for the
State of Washington.

