



201004190057
Skagit County Auditor

4/19/2010 Page 1 of 8 12:18PM

After recording, return to:

Skagit Land Trust
Attn: Martha Bray
P.O. Box 1017
Mount Vernon, Washington 98273

Grantor: Sarah R. Werner as the Trustee of the Werner Living Trust

Grantee: Skagit Land Trust

Brief Legal Description: NW¼ SE¼ S06 T35N R02E

Reference numbers: 200712200069

Assessor's Tax Parcel Numbers: P32755/350206-4-003-0000

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

APR 19 2010

Amount Paid
Skagit County Treasurer
By: *[Signature]* Deputy

EASEMENT

The undersigned, Werner Living Trust ("Grantor"), as a gift and for no other consideration, hereby conveys and quit claims a perpetual nonexclusive easement ("Easement") to Skagit Land Trust, a Washington non-profit corporation ("Grantee"), over, and across the following described property located on Guemes Island in Skagit County, Washington ("Grantor's Property"):

The East half of the southwest quarter and the West half of the southeast quarter and the southeast quarter of the southeast quarter and also the northeast quarter of said southeast quarter, except that portion thereof described as follows: commencing at the northeast corner of said southeast quarter and running thence West 60 rods; then south 80 rods; then east 60 rods to the east line of said southeast quarter; thence North 80 rods to the place of beginning all in Section 6, Township 35 North, Range 2 East W.M., the said property consisting of approximately 210 acres situated in the County of Skagit, State of Washington.

Easement for trail and parking area. Grantor, Werner Living Trust/Grantee, Skagit Land Trust

This easement is appurtenant to and shall benefit "Grantee's Property", legally described as follows:

The East 60 rods of the Northeast 1/4 of the Southeast 1/4, Section 6, Township 35 North, Range 2 East, W.M.; TOGETHER WITH: The Northwest 1/4 of the Southwest 1/4 of Section 5, Township 35 North, Range 2 East, W.M

three feet
SRW
3/23/10
AK
4-13-10

1. **Purpose.** The purpose of the Easement is for the construction, operation, maintenance and repair of a non-motorized public recreational foot-trail ("Trail") and small public parking area at the beginning of the foot-trail ("Parking Area"). The tread width of the Trail may be no wider than ~~four~~ ^{three} feet (3'), and will traverse Grantor's Property beginning at the County Road known as South Shore Drive, ascending in an easterly direction along a series of switchbacks to the Grantee's Property; the approximate location and route of the Trail is shown in Exhibit A. The Parking Area will be located adjacent to and parallel to South Shore Drive, and may be no larger than twenty-feet (20') wide and seventy-five feet (75') long; the approximate location and configuration of the Parking Area is shown in Exhibit B. Grantor and Grantee may agree in writing to relocate the Trail or Parking Area as necessary and convenient over time to preserve the accessibility or contiguity of the trail. Such agreement shall be effective when a changed legal description (modifying Exhibit A) is recorded as an amendment hereto.

This Easement conveys the right, privilege and authority, to Grantee and Grantee's assigns and contractors, to enter Grantor's Property with materials, workers, volunteers or agents, to construct, maintain, replace and reconstruct the Trail and Parking Area, and the right of ingress and egress over and across the Easement area at any and all times for the purposes of doing anything reasonably necessary or useful or convenient for the enjoyment of the Easement hereby granted; including the right to install drainage structures and to cut and remove vegetation and other obstructions which may be necessary for construction and maintenance, or may endanger the safety or interfere with the use of said Trail and Parking Area. Grantee may install gates, fences and other reasonable structures to control usage of the Easement Area. Grantee may also construct a kiosk and/or install signs within the Easement area for the purposes of posting the conditions of public use of the easement or to educate the public about the Grantor's and Grantee's Property. Grantee will conduct all activities permitted herein so as to reasonably minimize any adverse impacts to the conservation values of Grantor's Property.

2. **Use of Easement.** The Easement granted herein shall be for the construction, operation, maintenance and repair of a public non-motorized recreational Trail and Parking Area by Grantee at Grantee's sole cost and expense. This Easement should not be construed to: (1) permit bicycles, horses, unleashed dogs, hunting or camping on the Easement Area; (2) provide public access to any other portion of Grantor's Property; or (3) permit mechanized or motorized equipment or vehicles of any nature on the Trail, without the express permission of Grantor, except for trail work by Grantee and its agents or in emergency circumstances.

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3. **Indemnification.** To the extent permitted by law, Grantee shall indemnify and hold Grantor harmless from any and all claims, actions, damages or liability occasioned wholly or in part by any act or omission by Grantee its agents or invitees, relating to the use, construction, maintenance, operation or repair of the Trail and Parking Area located within the Easement area, except to the extent attributable to the acts or omissions of Grantor, its agents or invitees.

4. **Reservation to Grantor.** Grantor shall have the right to use the Easement area for any purpose not inconsistent with the full use and enjoyment by Grantee, its successors and assigns, of the rights and privilege herein granted. Grantee is responsible for constructing, operating and maintaining the above described improvements. Grantor shall not place any buildings or fencing on the Easement area or impair the public's or Grantee's access to the Easement area.

5. **Restrictions on Public Use.** Grantee shall have the right to require that public use is conducted in a manner that does not unreasonably disturb plant or wildlife habitat on Grantor's Property or the quiet use and enjoyment of nearby private property not subject to the Easement. Grantee may temporarily limit, restrict or prohibit public use of all or any part of the Trail or Parking Area, to assure safety or for maintenance purposes. Grantee may also temporarily or indefinitely limit, restrict or prohibit public use of all or any part of the Trail or Parking Area as necessary or appropriate to preserve the conservation values of Grantor's Property or Grantee's Property.

6. **Amendment to Revise Exhibits A and B.** The parties acknowledge that at the time of execution of this Easement, the precise locations of the Trail and Parking Area have not been established beyond the depictions contained in Exhibits A and B. The parties hereby agree: (1) that depictions contained in Exhibit A and Exhibit B are sufficient to establish this Easement, pending completion of the Trail and Parking Area and creation of more precise descriptions of their locations; (2) to waive any defense or claim of invalidity based on the adequacy of the descriptions herein; and (3) to execute and record any amendments to this Easement that may be necessary to establish a more precise description. The parties acknowledge that the legal descriptions may be depictions created by use of coordinates derived from GPS data and shall be sufficient for all purposes.

7. The parties agree and acknowledge that this easement is solely for the benefit of Grantee and that it confers no rights on any third person or entity or the public in general.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY. SIGNATURES FOLLOW.]

Easement for trail and parking area. Grantor, Werner Living Trust/Grantee, Skagit Land Trust

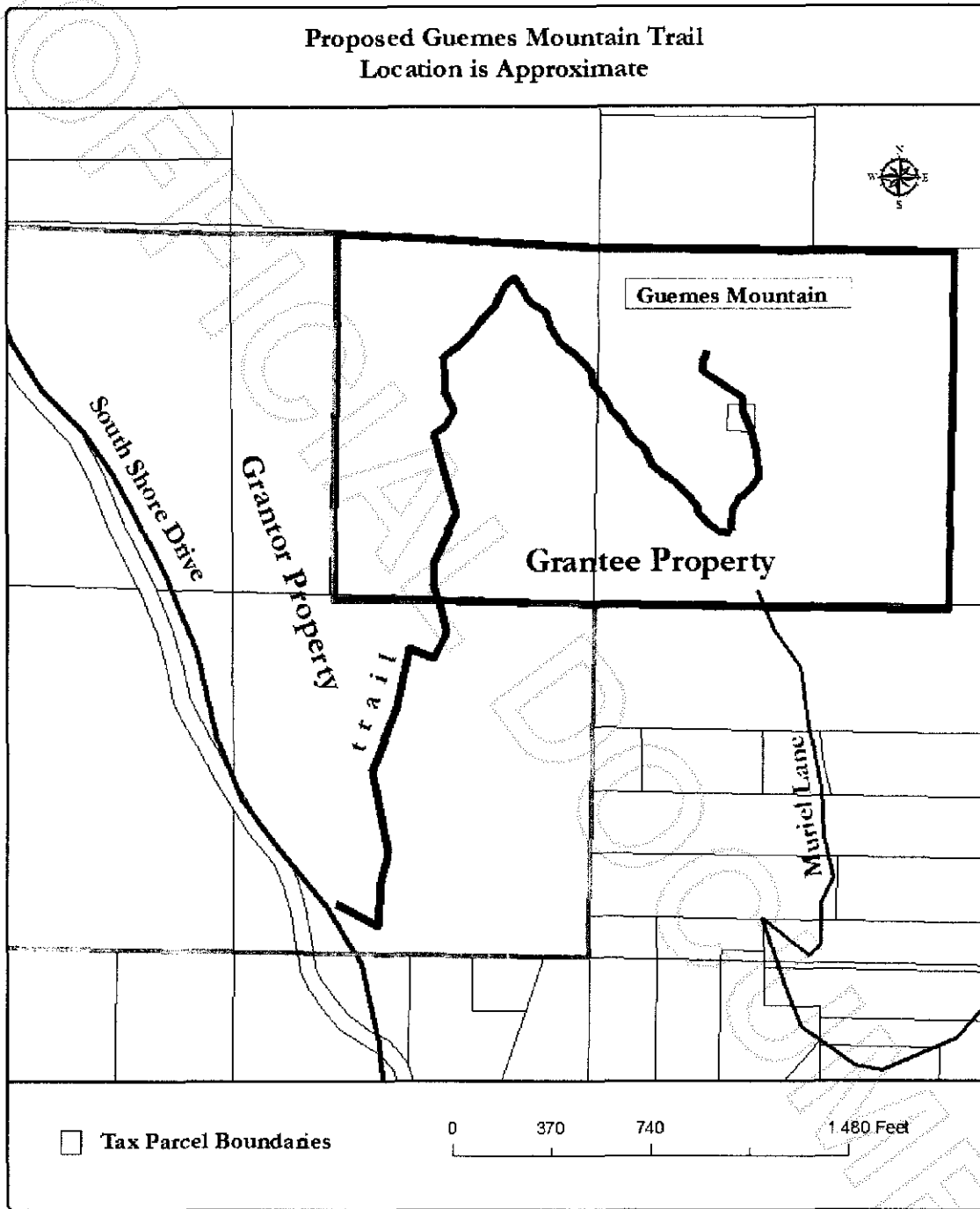
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EXHIBIT A

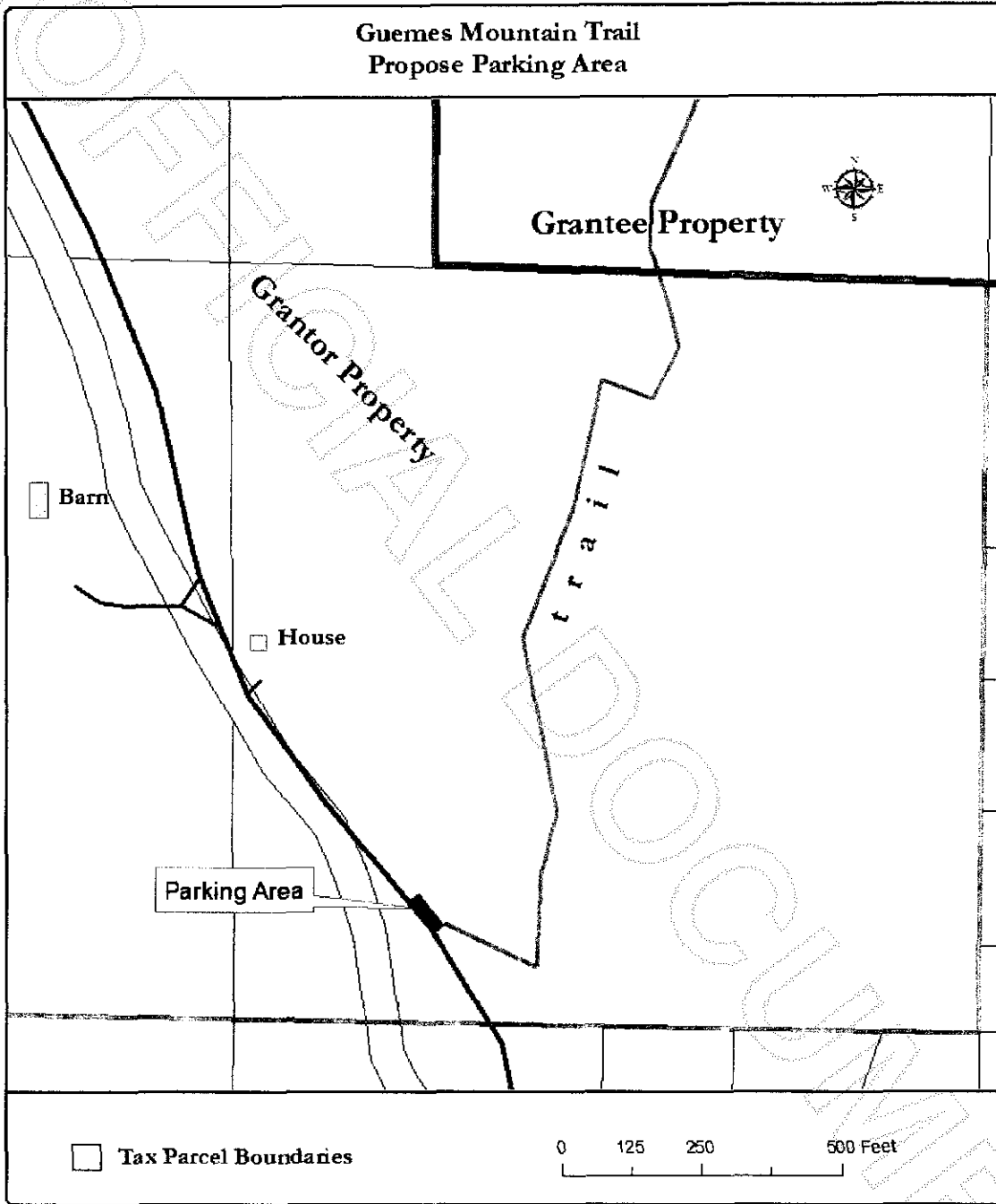


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EXHIBIT B



Easement for trail and parking area. Grantor, Werner Living Trust/Grantee, Skagit Land Trust



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