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Brownlie Evans Wolf & Lee, LLP
230 E. Champion Street
Bellingham, WA 98225



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Skagit County Auditor \$78.00
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DOCUMENT TITLE:	LICENSE FOR LANDING SITE, ACCESS, AND ASSOCIATED USES
GRANTOR:	THOMAS H. WAKE, a single man
GRANTEE:	NORTH CASCADES SOARING CLUB, a Washington non-profit corporation
ABBREVIATED LEGAL DESCRIPTION:	PTN NW ¼ SW ¼, 22-36-3
ASSESSOR'S TAX PARCEL NUMBERS:	COMPLETE LEGAL DESCRIPTION ON EXHIBIT A ATTACHED HERETO P48076
REFERENCE NUMBER OF RELATED DOCUMENT:	NA

LICENSE FOR LANDING SITE, ACCESS, AND ASSOCIATED USES

THIS LICENSE FOR LANDING SITE, ACCESS, AND ASSOCIATED USES ("License") is made and entered into this 21st day of February, 2014, between THOMAS H. WAKE ("Grantor") and NORTH CASCADES SOARING CLUB ("Grantee"). This License is made pursuant to the following agreed facts:

A. Grantee is a Washington non-profit corporation organized to promote and facilitate paragliding and hang gliding. Grantee and its members use a launch site located on Blanchard Mountain in Skagit County, Washington.

B. Grantor owns that real property generally located in Skagit County, Washington with the legal description set out in Exhibit A, which is attached hereto and incorporated by reference, and the address of 3725 Chuckanut Drive, Bow, Washington 98232 (hereinafter

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referred to as "the Property"). Grantee desires to have access to and be able to use the Property for the limited purpose of landing, breaking down, and transporting paragliders and hang gliders.

NOW, for valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. License to Use Property

Grantor grants to Grantee, its members, and the public in general, without restriction and without compensation, a non-exclusive license to use the Property in association with the use of paragliders and hang gliders, including, but not limited to, for landing, breaking down, transporting, maintaining a windsock, and all other associated activities.

2. Access License

In addition to the above, Grantor grants and conveys a non-exclusive license above and across the Property to Grantee, its members, and the public in general, without further restriction and without compensation, for ingress and egress, but only in association with the recreational activities of paragliding and hang gliding.

3. Term of License

The License shall remain in full force and effect for a term of five (5) years from the date of the last signature below, subject to further extension by mutual agreement of the parties.

4. Limited Maintenance

Grantee may perform limited maintenance on the Property, including trimming and cutting, to maintain a safe landing area.



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5. No Warranties or Representations

Grantee accepts the Property in its present condition and without any representation or warranty by Grantor as to its condition. Grantor shall not be responsible for or liable to Grantee for any defect or change of conditions in the Property or any damage to the Property, or for the existence of any violation of any municipal, county, state or federal law, order, rule, regulation, or ordinance. Grantee shall abide by and comply with all federal, state, county, and local laws, rules, regulations, and ordinances applicable to Grantee's conduct on the Property. No smoking shall be permitted on the Property at any time.

6. Indemnification and Hold Harmless Provision

Grantee shall hold harmless, indemnify, and defend Grantor from and against any and all claims, demands, and suits arising out of Grantee's use of the Property. Such obligation shall include the responsibility to pay for all costs and attorneys' fees associated with defense of any claim, demand, or suit against Grantor. Grantee shall maintain insurance during the term of this license, at its own expense, with respect to its acts and omissions, and shall have liability limits of at least One Million and No/100 Dollars (\$1,000,000.00) per occurrence. Grantor shall appear as an additional named insured, and such insurance shall provide primary coverage with respect to Grantee's negligent acts and omissions.

7. Assignment and Attachment to the Property

This License shall run with and attach to the Property throughout its term of the License. Grantee may record this License against the Property, but may not assign the License to any other entity or person without the consent of Grantor.



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8. Protection of the Public Recreational Use Act

This License is granted specifically pursuant to the Public Recreational Use Immunity Act, RCW 4.24.200-.210 (the "Act"). This License and the rights granted herein are made specifically with the intent to extend the benefit of the Act's immunity to both Grantor and Grantee.

9. Costs and Attorneys' Fees

In any action commenced to interpret or enforce this Agreement, the prevailing party shall be entitled to, in addition to any other remedy allowed by law, its attorneys' fees and costs from the other party.

10. Applicable Law and Choice of Forum

This License shall be governed by and interpreted in accordance with the laws of the state of Washington. Any and all disputes arising from this License shall be subject to the jurisdiction of the Superior Court of the State of Washington, County of Skagit.

11. Relationship of Parties and Representation

Nothing herein shall create or otherwise be construed as creating an agency/principal or partnership relationship between the parties. Grantee has been represented by the firm Brownlie Evans Wolf & Lee, LLP and has prepared this License on behalf of Grantee. Grantor has been encouraged and provided with time to obtain independent review and advice on the License.

12. Notices

Any and all notices which must be given under this License shall be accomplished by mailing such notice by First Class United States mail to the following addresses:



EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

That portion of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, Section 22, Township 36 North, Range 3 East W.M., lying Westerly of the existing right of way of the Great Northern Railway; EXCEPT the existing rights of way of the Pacific Highway, AND EXCEPT drainage ditches, AND EXCEPT the North 132 feet of said tract as measured along said railway right of way, and ALSO EXCEPT that portion lying within the boundaries of the following described tract as conveyed to Bellingham and Skagit Railway Company by Deed recorded September 27, 1911, under Auditor's File No. 86728:

Commencing at the Northwest corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 22; thence South along the West line thereof, a distance of 400 feet; thence East at right angles thereto a distance of 50 feet; thence North at right angles thereto a distance of 400 feet; thence West and at right angles a distance of 50 feet to the place of beginning.



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