



Skagit County Auditor

\$81.00

9/26/2016 Page

1 of

9 1:23PM

FILED FOR AND RECORDED AT REQUEST OF AND RETURN ORIGINAL TO:

JERRY HAMMER
4040 Mount Baker Hwy
Everett, WA 98247

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

ASSIGNED/RELEASED DOCUMENTS:

1. None

GRANTOR:

1. Jerry Hammer

GRANTEE:

1. Jerry Hammer
2. Eben Twaddle IV & Rhonda L. Twaddle

LEGAL DESCRIPTION: Full legal descriptions found on page 2.

Abbreviated:

1. Lot 12 & Lot 9, Plat of Avalon Heights, AF#200708220070
2. Lots 1-12, Plat of Avalon Heights, AF#200708220070, located in SE 1/4 NW 1/4

ASSESSOR'S PARCEL NUMBER(S):

1. 4939-000-012-0200/P126695 (Lot 12)
2. 4939-000-012-0100/P126694 (Lot 12)
3. 4939-000-012-0000/P126693 (Lot 12)
4. 4939-000-011-0000/P126691 (Lot 11)
5. 4939-000-010-0000/P126690 (Lot 10)
6. 4939-000-009-0100/P126689 (Lot 9)
7. 4939-000-009-0000/P126688 (Lot 9)
8. 4939-000-008-0000/P126686 (Lot 8)
9. 4939-000-008-0100/P126687 (Lot 8)
10. 4939-000-007-0000/P126684 (Lot 7)
11. 4939-000-006-0000/P126683 (Lot 6)
12. 4939-000-005-0000/P126682 (Lot 5)
13. 4939-000-004-0000/P126681 (Lot 4)
14. 4939-000-003-0000/P126680 (Lot 3)
15. 4939-000-002-0000/P126679 (Lot 2)
16. 4939-000-001-0000/P126677 (Lot 1)

SEP 26 2016

Amount Paid \$
Skagit Co. Treasurer
By *Mam* Deputy

Chicago Title has placed this
document for recording as a
customer courtesy and accepts no
liability for its accuracy or validity

620029043-M

TRAIL EASEMENT AGREEMENT

THIS TRAIL EASEMENT AGREEMENT ("Agreement") is made this 6th day of September, 2016, by JERRY HAMMER, a married man dealing in his separate property (hereinafter "Grantor") and JERRY HAMMER, a married man dealing in his separate property & EBEN TWADDLE IV & RHONDA L. TWADDLE, husband and wife (collectively "Grantee").

WHEREAS, Grantee is the owner of certain real property legally described as follows (the "Benefited Property"):

Lots 1-12, as delineated on the Plat of Avalon Heights, according to the plat thereof, recorded under Auditor's File No. 200708220070, records of Skagit County, Washington.

Also, that portion of Lot 12 located in the Northeast quarter of the Southwest quarter and a portion of the Southeast quarter of the Northwest quarter of Section 10, Township 35 North, Range 4 East of W.M.

Situate in Skagit County, Washington.

WHEREAS, Grantor is the owner of certain real property which is legally described as follows (the "Burdened Property"):

Lot 9 & Lot 12, as delineated on the Plat of Avalon Heights, according to the plat thereof, recorded under Auditor's File No. 200708220070, records of Skagit County, Washington.

Also, that portion of Lot 12 located in the Northeast quarter of the Southwest quarter and a portion of the Southeast quarter of the Northwest quarter of Section 10, Township 35 North, Range 4 East of W.M.

Situate in Skagit County, Washington.

WHEREAS, the parties desire to provide for an exclusive trail easement over portions of the Burdened Property for the benefit of the Benefited Property for recreational use and enjoyment.

NOW, THEREFORE, based upon the covenants and conditions contained herein, and no monetary consideration, the parties hereto agree as follows:

1. Exclusive Easement Granted and Described. Grantor hereby grants to the owners of the Benefited Property, a twenty (20) foot wide exclusive trail easement over, under, along, through and across those portions of the Burdened Property legally described on Exhibit A attached hereto and incorporated herein by this reference and approximately depicted on Exhibit 1 attached hereto and incorporated herein by this reference (the "Easement Area"). Said Easement Area is for recreational purposes, including but not limited to, pedestrian use, bicycle use, bird watching and hiking. Equestrian use of the Easement Area is prohibited. Motorized vehicles shall not be permitted within the Easement Area. The Easement Area shall not be used for any other purpose except as described herein.

2. Easement Maintenance and Costs. All costs of maintaining, repairing, improving or otherwise connected with said Easement Area shall initially be borne by the owners of the Benefited Property on a per Lot basis (1/12th per Lot owner) until such time as a homeowners association is formed for the Plat of Avalon Heights. Upon the formation of a homeowners association for the Plat of Avalon Heights, all costs related to the Easement Area

shall become the responsibility of the homeowners association and be subject to the oversight and discretion of the homeowners association. Such costs may include the addition to or removal of soil from the Easement Area, removal of rock or vegetation, weed control and mowing or cutting of vegetation and placement of erosion control devices within the Easement Area. Prior to the formation of a homeowners association for the Avalon Heights Plat, the Benefited Property owners shall not place any improvements upon or within the Easement Area including without limitation, fences, benches, picnic tables, wastebaskets, bike racks or other structures unless two-thirds (2/3) of the Lot owners have approved of the cost and type of improvements in advance. Upon the formation of a homeowners association for the Avalon Heights Plat, the homeowners association will have exclusive control over the improvements within the Easement Area. Notwithstanding anything contained herein to the contrary, all property taxes for the Easement Area shall continue to be paid by the owners of the Burdened Property. This provision shall be construed as a covenant running with the land.

3. Nature and Extent. This grant of easement shall run with the land and shall be binding upon and shall inure to the benefit of the owners of the Benefited Property and the burden of the owners of the Burdened Property, their heirs, successors and assigns.

4. Duration. The term of duration of this easement shall be perpetual.

5. Indemnity. The owners of the Benefited Property, their successors and assigns, shall indemnify and hold harmless the owners of the Burdened Property, and their successors and assigns from and against any and 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, on or around the Easement Area or in connection with the use of the Easement Area by the owners of the Benefited Property, their employees, agents, licensees, contractors, tenants, guests and invitees, unless such loss, damage, liability or expense is caused by the gross negligence or intentional misconduct of the owners of the Burdened Property.

6. Captions. The captions and sections titles set forth in this Agreement are for convenience only and shall not be deemed to limit or define the contents of the respective section.

7. No Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Burdened Property to the general public, or for the general public, or for any public purposes whatsoever, it being the intention of the parties hereto that this Agreement shall be strictly limited to and for the purposes herein expressed.

8. Attorneys' Fees. If it shall be necessary for any party to this Agreement 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.

9. Severability. Should any separable part of this Agreement be found void or unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect.

10. Controlling Law. This Agreement has been made under the laws of the State of Washington, and such laws will control its interpretation.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

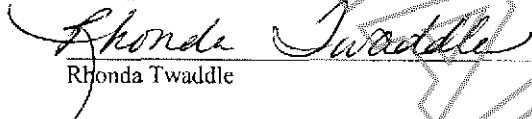
GRANTOR:


Jerry Hammer

GRANTEE:


Jerry Hammer

Eben Twaddle

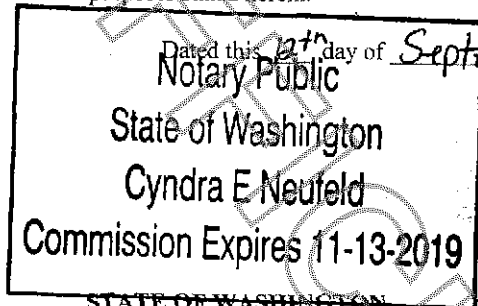

Rhonda Twaddle

STATE OF WASHINGTON)

COUNTY OF WHATCOM)

ss.

On this day personally appeared before me, **Jerry Hammer**, to me known to be the individual described herein and who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the purposes stated herein.



Cyndra E. Neufeld
Notary Public in and for the State of
Washington, residing in Bellingham
My commission expires: Nov 13, 2019.

STATE OF WASHINGTON)

COUNTY OF WHATCOM)

ss.

On this day personally appeared before me, **Eben Twaddle IV & Rhonda L. Twaddle**, husband and wife, to me known to be the individuals described herein and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the purposes stated herein.

Dated this 6th day of September, 2016.

Suzanne Kay Downing
Notary Public in and for the State of
Washington, residing in Bellingham
My commission expires: 06-16-20

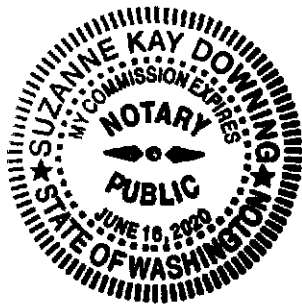


EXHIBIT "A"

Trail Easement

A 20-foot-wide easement for ingress and egress, over and across a portion of Lots 9 and 12, Avalon Heights, as per the map thereof recorded under Skagit County Auditor's File No. 200708220070, being a portion of the Northeast quarter of the Southwest quarter and a portion of the Southeast quarter of the Northwest quarter of Section 10, Township 35 North, Range 4 East of W.M., the centerline described as follows:

Beginning at a point on the Southwesterly right-of-way line of Avalon Heights Way, said point being North 81° 27' 58" East at a distance of 579.25 feet from the Northwest corner of said Lot 9; thence the following twenty-seven (27) courses:

1. North 54° 44' 06" West a distance of 89.11 feet;
2. North 62° 03' 23" West a distance of 94.61 feet;
3. North 66° 49' 21" West a distance of 40.07 feet;
4. South 75° 53' 12" West a distance of 56.50 feet;
5. North 68° 51' 16" West a distance of 58.86 feet;
6. South 61° 21' 49" West a distance of 39.82 feet;
7. North 77° 25' 51" West a distance of 94.33 feet;
8. South 00° 02' 26" West a distance of 19.99 feet;
9. South 14° 00' 00" East a distance of 60.00 feet;
10. South 06° 00' 00" West a distance of 45.00 feet;
11. South 62° 39' 10" West a distance of 52.19 feet;
12. South 52° 10' 54" West a distance of 65.43 feet;
13. South 22° 35' 10" West a distance of 81.37 feet;
14. South 23° 39' 13" East a distance of 20.12 feet;
15. South 03° 31' 59" West a distance of 46.46 feet;
16. South 14° 34' 57" East a distance of 72.42 feet;
17. South 25° 57' 26" West a distance of 85.35 feet;
18. South 07° 37' 06" West a distance of 41.76 feet;
19. South 41° 48' 13" West a distance of 56.98 feet;
20. South 08° 12' 28" West a distance of 44.37 feet;
21. South 26° 37' 27" East a distance of 93.94 feet;
22. South 13° 49' 30" West a distance of 40.71 feet;
23. South 35° 47' 41" West a distance of 70.59 feet;
24. South 12° 23' 49" West a distance of 44.82 feet;
25. South 06° 21' 57" East a distance of 152.69 feet;
26. South 21° 18' 28" East a distance of 42.12 feet;
27. South 37° 10' 03" East a distance of 185.91 feet to the Northwest right-of-way line of said Avalon Heights Way and the **TERMINUS** of this centerline easement description.

Side lines to be lengthened or shortened as necessary.

As depicted on Exhibit "1" attached hereto and incorporated herein by reference.

9/21/92 Skagit
Situates in Whatcom County, Washington.

9/2/16
RT
ET

Subject to and together with all easements, covenants, restrictions and/or agreements of record or otherwise.

EXHIBIT "1"

DEPICTING TRAIL EASEMENT LOCATION

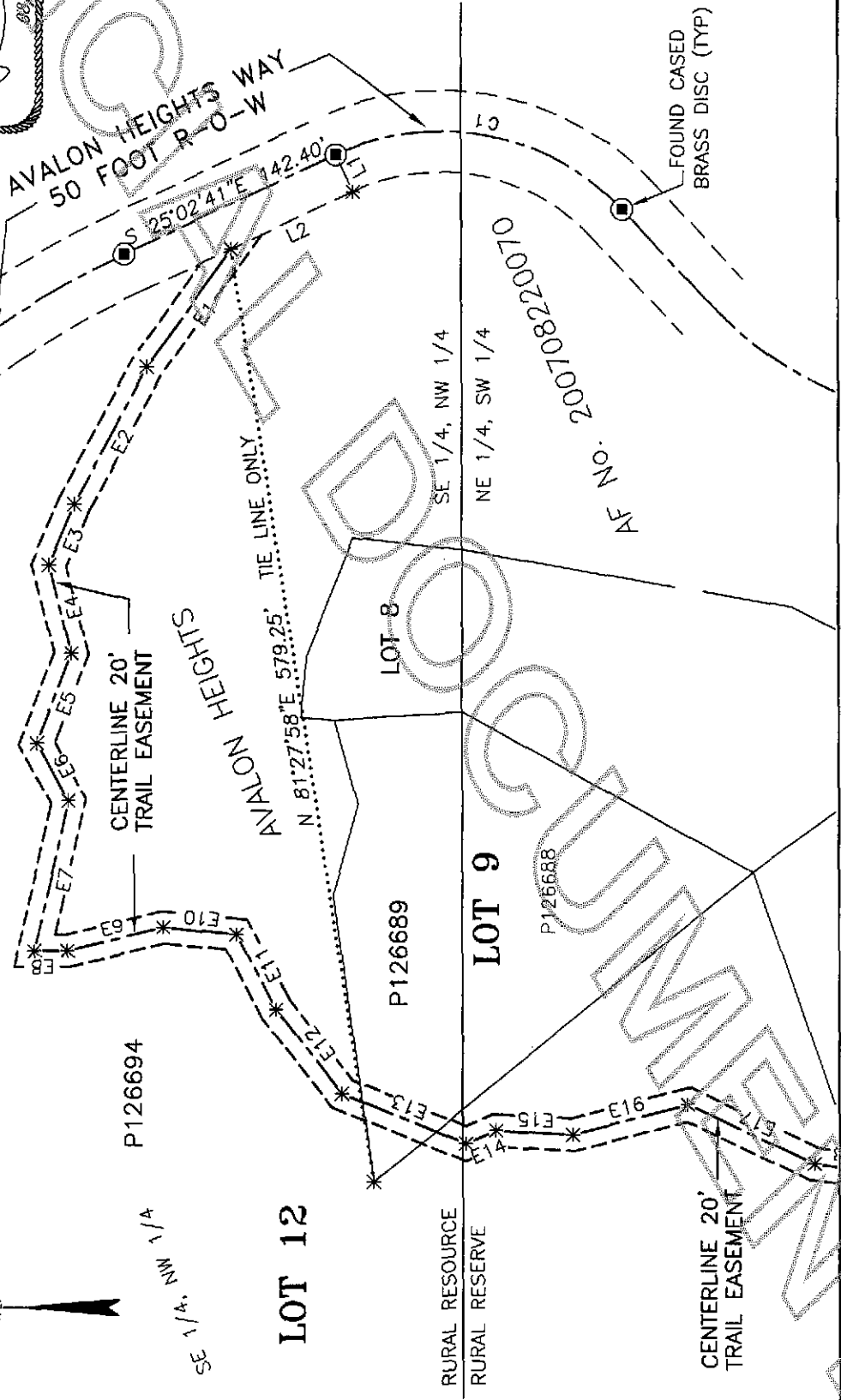
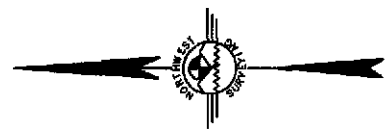
PORTION OF THE SE 1/4 NW 1/4 AND NE 1/4, SW 1/4, SECTION 10,
TOWNSHIP 35 NORTH, RANGE 4 EAST OF W.M.
AVALON HEIGHTS (AF No. 200708220070)

SHEET 1 OF 2



SCALE: 1 INCH = 100 FEET

BASIS OF BEARINGS =
AVALON HEIGHTS
AF No. 200708220070



Curve	Radius	Length	Delta
C1	150.00'	189.85'	72°31'08"

Course	Bearing	Distance
L1	S 64°57'19" W	25.00'
L2	N 25°02'41" W	82.11'
L3	S 83°05'39" W	7.59'
L4	N 06°54'21" W	25.00'

Course	Bearing	Distance
E1	N 54°44'06" W	89.11'
E2	N 62°03'23" W	94.61'
E3	N 66°49'21" W	40.07'
E4	S 75°53'12" W	56.50'
E5	N 68°51'16" W	58.86'
E6	S 61°21'49" W	39.82'
E7	N 77°25'51" W	94.33'
E8	S 00°02'26" W	19.99'
E9	S 14°00'00" E	60.00'
E10	S 06°00'00" W	45.00'
E11	S 62°39'10" W	52.19'
E12	S 52°10'54" W	65.43'
E13	S 22°35'10" W	81.37'
E14	S 23°39'13" E	20.12'
E15	S 03°31'59" W	46.46'
E16	S 14°34'57" E	72.42'
E17	S 25°57'26" W	85.35'

