

AFTER RECORDING MAIL TO:
The Nature Conservancy
1917 First Avenue
Seattle, WA 98101
ATTN: Regional attorney

08/30/2012 11:59:06 AM
Recording Fee \$67.00 Page 1 of 6
Warranty Deed
Island County Washington

4322292



LT-99142
LTC-13143A

73-

STATUTORY WARRANTY DEED

Grantor:	Barnum Pointe, LLC
Grantees:	The Nature Conservancy
Legal Description: (abbreviated)	Portions of Gov't Lot 1, Sec. 5, and Gov't Lot 1, Sec. 8, all in Twp. 31N, R 3E, W.M., Island County, Washington
<input checked="" type="checkbox"/> Additional on:	PAGES 1 AND 2
Assessor's Property Tax Parcel / Account No.	Portions of R33105-065-0680 and R33108-495-0500
Reference Nos.:	N/A

GRANTOR: **BARNUM POINTE, LLC**, a Washington limited liability company

for and in consideration of TEN AND NO/100 (\$10.00) DOLLARS, and other valuable consideration, hereby conveys and warrants to

GRANTEE: **THE NATURE CONSERVANCY**, a District of Columbia nonprofit corporation

all interest of Grantor in the real property located in Island County, Washington, legally described as follows:

The West 40 acres of Government Lot 1, Section 5, Township 31 North, Range 3 East, W.M.;
EXCEPT the South 990 feet of the West 820 feet thereof;
TOGETHER WITH Government Lot 1, Section 8, Township 31 North, Range 3 East, W.M.;
EXCEPT the West 820 feet thereof.

Also known as Parcel "A" of Boundary Line Adjustment 106/12, as recorded under Island County Auditor's File No. 4317579.

Tax Parcel Nos.: A portion of R33105-065-0680 and R33108-495-0500

Hereafter "Parcel A".

Grantor hereby reserves to Grantor, and its successors, for the benefit of:

**The South 990 feet of the West 820 feet of Government Lot 1,
Section 5, Township 31 North, Range 3 East, W.M.
Together with the West 820 feet of Government Lot 1, Section 8,
Township 31 North, Range 3 East, W.M**

Situate in the County of Island, State of Washington.

**Also known as Parcel "B" of Boundary Line Adjustment 106/12, as
recorded under Island County Auditor's File No. 4317579.**

Tax Parcel Nos.: A portion of R33105-065-0680 and R33108-495-0500

Hereafter "Parcel B".

the following non-exclusive perpetual easements:

1. An easement for vehicular ingress, egress, and utilities as further described on Exhibit No. 1.

2. An easement for pedestrian access over and across the pathways and/or trails on Parcel A as they currently exist in the vicinity of the bluff, or in such subsequent location on Parcel A as may be developed by Grantee or its successors and assigns that follows a reasonably direct route across Parcel A beginning at the East line of Parcel B to a point on the East line of Parcel A that connects to a pedestrian access easement on the adjacent property to the East of Parcel A.

The conveyance herein by Barnum Pointe, LLC is subject to the matters of record identified on Exhibit No. 2.

BARNUM POINTE, LLC,
a Washington limited liability
company

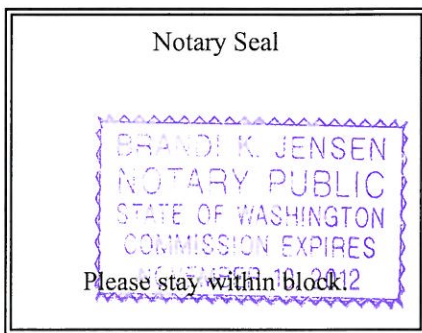
by Edward Lawrence Stay
Edward Lawrence Stay
Title: Member

by Robert Earl Stay
Robert Earl Stay
Title: member

STATE OF WASHINGTON)
) ss.
COUNTY OF Anchorage)

On this 28 day of August, 2012, before me personally appeared **Edward L. Stay** to me known to be the co-managing member of **BARNUM POINTE, LLC**, a Washington limited liability company, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

GIVEN under my hand and official seal the day and year last above written.

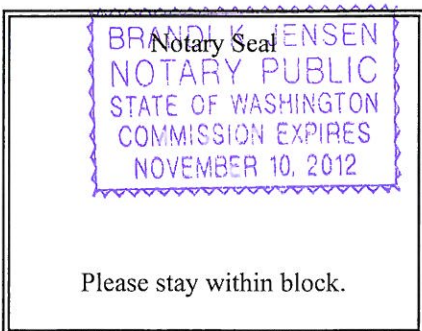


Brandi K. Jensen
Notary (print name) Brandi K. Jensen
Notary Public in and for the State of Washington,
residing at Camano Island
My Appointment expires 11-10-12

STATE OF WASHINGTON)
) ss.
COUNTY OF Anchorage)

On this 28 day of August, 2012, before me personally appeared **Robert E. Stay** to me known to be the co-managing member of **BARNUM POINTE, LLC**, a Washington limited liability company, that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

GIVEN under my hand and official seal the day and year last above written.



Brandi K. Jensen
Notary (print name) Brandi K. Jensen
Notary Public in and for the State of Washington,
residing at Camano Island
My Appointment expires 11-10-12

EXHIBIT NO. 1

LEGAL DESCRIPTION OF EASEMENT RESERVED FOR INGRESS, EGRESS AND UTILITIES

Grantor hereby reserves a permanent, non-exclusive easement for purposes of ingress, egress, and utilities to Parcel B, or any future subdivision thereof, together with the right to construct, improve, maintain, and repair roadway and utility improvements within the easement, over, under and across that portion of Parcel A legally described as follows (the "Easement"):

All that portion of Parcel A lying northerly, northwesterly, and westerly of the following described line:

BEGINNING at a point on the east line of Parcel A, said point being South 1° 40' 04" West 40.00 feet from the northeast corner thereof;

thence North 88° 10' 34" West, parallel with and 40 feet south of the north line of said Parcel A, for a distance of 1179.05 feet to the beginning of a curve concave to the southeast having a radius of 100.00 feet;

thence westerly, southwesterly, and southerly 157.35 feet along said curve through a central angle of 90° 09' 22";

thence South 1° 40' 04" West, parallel with and 40 feet east of the west line of said Parcel A, for a distance of 184.92 feet to the south line of the westerly extension thereof and the **TERMINUS** of said line.

The Easement may be utilized by the Grantor's invitees, employees, agents, and contractors for the purposes described above, and is subject to all existing easements, encumbrances, rights, reservations, covenants, and restrictions of record. The Easement shall also be subject to the following terms:

1. Conditions of Easement Use. Grantor shall not make or permit any use of the Easement that is unlawful, improper, or contrary to any applicable law or ordinance. The Grantor shall be solely responsible, at its own cost and expense, for compliance with all federal, state, and local laws governing or applicable to use of the Easement, including without limitation any responsibility to obtain, maintain, and comply with any necessary governmental permits, approvals, or licenses for the permitted activities on the Easement.

2. Grantee's Rights. Grantee shall have the right to use the property encumbered with the Easement for any and all purposes that do not materially interfere with the Grantor's rights under the Easement. Grantee shall have the right to convey Parcel A, and to grant any other easement, license, lease, or right-of-way over, under, or across that portion of Parcel A encumbered with the Easement for any purpose not inconsistent with the Easement.

3. Indemnification. To the maximum extent allowed by law, Grantor agrees to indemnify and hold the Grantee harmless for any and all liability, loss, or penalty arising in any way, including without limitation from personal injury or death, property damage, fire, or harm to wildlife, arising from the use of the Easement by it and its employees, contractors, or agents.

4. Binding Effect. The Easement and the conditions contained herein shall be covenants running with the land and shall be binding upon the owners of Parcel A and Parcel B, their successors and assigns, and all future owners of said Parcels.

EXHIBIT NO. 2

A. EASEMENT, INCLUDING THE TERMS AND CONDITION THEREOF:

Grantee: Public Utility District No. 1 of
Snohomish County Purpose: Electric transmission and/or
distribution line
Area Affected: Across, over, under and upon said lands and premises
Dated: July 8, 1991
Recorded: August 12, 1991
Recording No.: 91011990

B. (deleted)

C. Matters as disclosed by Survey of property abutting the North line of said premises, recorded November 2, 1993 in Volume 8 of surveys, page 321 as Auditor's File No. 93022374.

D. (deleted)

E. Any prohibition or limitation on the use, occupancy or improvements of the land resulting from the rights of the public or riparian owners to use any portion which is now or has formerly been covered by water.

F. Rights and easements for commerce, navigation and fisheries.

G. Boundary Line Adjustment #106/12 with Island County as recorded June 19, 2012 under Auditor's File No. 4317579.

H. Easement for Ingress, Egress and Utilities recorded under Auditor's File No.

4322291.