

Return to:  
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119 N. Commercial St., Suite 1110  
Bellingham, WA 98225

12-  
KATHY HILL  
SKAGIT

'99 APR 22 P3:44

RECORDED \_\_\_\_\_ FILED \_\_\_\_\_  
REQUEST OF \_\_\_\_\_

**9904220155**

**EASEMENT AGREEMENT**  
(Danns as Grantors)

This easement is conveyed and this Agreement is entered into by and between Wade R. Dann and Leslie A. Dann, husband and wife (Grantors) and Dennis Hamilton and Patricia Hamilton, husband and wife (Grantees).

**WITNESSETH**

For and in consideration of the sum of one dollar <sup>per m<sup>2</sup> & m<sup>2</sup></sup> ~~and other valuable consideration~~, Grantors do by these presents grant and convey unto Grantees the perpetual non-exclusive easement to the following described property:

That portion of real property commonly called Bow Hill Lake located on lots 1, 2 and 5 of Plat No. 96-0346, all of said lots being owned by Grantors, and said Plat having been properly recorded with Skagit County, said easement lying below the ordinary high water mark of Bow Hill Lake.  
P 113078

This easement shall include the boat launch located on lot 5 of Plat No. 94-021 but shall create no express or implied right to access, use or entry upon adjoining property above the ordinary highwater mark except to launch boats and except for the road as it currently exists around Bow Hill Lake.

**Definitions:**

- **Heirs and Assigns:** Assigns shall be defined as those individuals who purchase shoreline property on Bow Hill Lake from ~~Grantors~~. Heirs shall have the legal definition as set forth in the most current edition of Blacks Law Dictionary.
- **Complete and Full Enjoyment of Bow Hill Lake:**

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Grantees, when they want to use Bow Hill Lake, shall be able to do so at set times and on set days, generally in proportion to lake surface ownership, ~~except for those times that the grantees have exclusive use of the lake.~~ *B.H.C.H.*

Without interruption, inconvenience or interference:

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax

APR 22 1999

Amount Paid \$  
Skagit Co. Treasurer  
By *[Signature]* Deputy

When either the Grantors or Grantees, their heirs and assigns are using the Lake that they may perform and complete their designated activity, for example, water skiing or swimming, without having to worry that the Lake will be used for a different activity which either impedes or impacts the complete and full enjoyment of the existing activity.

1) This easement is subject to the following terms and conditions:

A. Bow Hill Lake shall remain private, and shall not be used for commercial purposes. The words commercial purposes shall mean that no profit shall be made from any water activities conducted on the Lake.

B. The use of the Lake shall be for water skiing, wakeboarding, tubing, boating, sailing, fishing and swimming.

C. No personal water craft (jet skis) shall be allowed on the Lake.

D. The only permanent floating obstacles on the Lake, other than in the boat harbor, shall be the slalom and jump courses, trick ski buoys, the jump and distance markers and buoys and buoys marking the channel.

E. Grantees shall maintain personal liability insurance covering use of the premises in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and shall have the Grantor's named as an additional insured on the policy.

F. Grantees agree to indemnify and hold harmless the Grantors from any and all claims, liabilities, causes of action, or injury to person(s) or property which occur in connection with or arise from any use of Bow Hill Lake by Grantees, save those liabilities resulting from the gross negligence of Grantors. Grantees shall appear and defend Grantors in any lawsuit arising out of use of Bow Hill Lake by Grantees in which Grantors or the title holders of Lots 2, 3 and 4 of Short Plat No. 94-021 or Lots 1, 2, 3, 4 and 5 of Plat No. 94-021, are named as a party and shall reimburse Grantees and the aforementioned lot titleholders for their attorney fees and costs incurred in connection therewith.

*B.H.C.H.*  
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*[Signature]* *24*

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G. Boats shall not be permitted on Bow Hill Lake that have greater engine noise or wakes than those certified by the American Water Ski Association for water skiing, or a standard 4-stroke outboard engine with no more than 150 horsepower muffled to outboard motor industry standards.

H. Grantees shall be strictly liable and pay for any damage to Grantors or the aforementioned lot title holders property resulting from the use of Bow Hill Lake by Grantees, their heirs and assigns.

2) Set times and set days for Grantees, their heirs and assigns use of the Lake:

A. This schedule may be amended by mutual agreement of Grantors and Grantees at any time.

E. When Grantees are not physically present at the Lake and have not informed Grantors by telephone or telephone message of their desire to use the Lake; Grantors and their family and guests, titleholders to short plat Lots 2, 3 and 4 and their family and guests, titleholders to plat lots 1, 2, 3, 4 and 5 and their family and guests and TST, Inc. lessees shall have the right to use all of Bow Hill Lake.

C. Grantees shall have the exclusive right to use all of Bow Hill Lake two weekends per year or four weekend days per year (one weekend in September, plus one weekend or two weekend days per year), so long as these days do not conflict with four (4) scheduled water ski tournaments per year and are not the weekends preceding the Regional or National Water Ski Championships. During these two (2) weekends, at the permission of Grantees, shoreline property owners may use the lake so long as it does not interfere with Grantees' use of Bow Hill Lake.

D. Grantees shall have the exclusive right to use all of Bow Hill Lake seven (7) week days per year.

E. Grantees, their heirs and assigns, shall have the exclusive right to twenty (20) three (3) hour blocks of time per year.

F. Grantees, their heirs and assigns may fish or swim at any time at their own risk providing it does not interfere with water skiing.

G. Grantees, their heirs and assigns shall always have the right to become a TST, Inc. lessee.

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H. Grantees, their heirs and assigns shall always have the right to use Bow Hill Lake when a TST, Inc. lessee; Grantors, their family and guests; lot owners, their family and guests are not using Bow Hill Lake.

This easement shall incorporate by reference previous road easements to and around Bow Hill Lake granted by Grantors to Grantees. This easement shall include access to the road around Bow Hill Lake, for pedestrian traffic, horseback riding and boat launching, excluding motorized vehicles except as needed for maintenance of the Lake.

This easement and agreement shall be binding upon and inure to the benefit of the heirs, and assigns of real property of Bow Hill lake front lots of Grantees.

GRANTEES:

GRANTORS:

Dennis Hamilton 1/9/99  
Dennis Hamilton Date

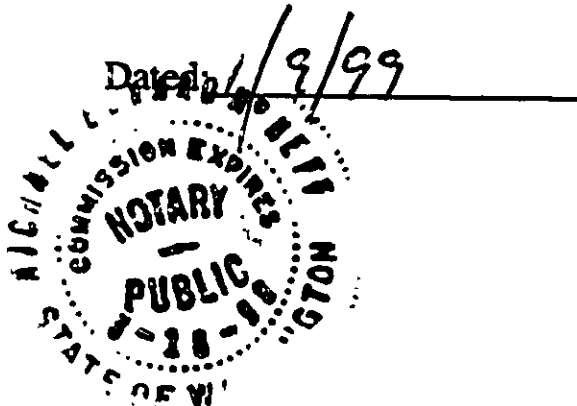
Leslie A. Dann 2-5-99  
Wade R. Dann Attorney-in-fact Date  
Wade R. Dann 4-21-99

Patricia Hamilton 4-9-99  
Patricia Hamilton Date

Leslie A. Dann 2-5-99  
Leslie A. Dann Date  
Wade R. Dann 4-21-99  
Wade R. Dann Date

State of Washington )  
 ) ss.  
County of Skagit )

I certify that I know or have satisfactory evidence that Dennis Hamilton is the Person who appeared before me and said person acknowledged that he signed this Easement Agreement and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.



Michael E. O'Leary  
Notary Public in and for the State of Washington  
My Commission expires 3/16/99

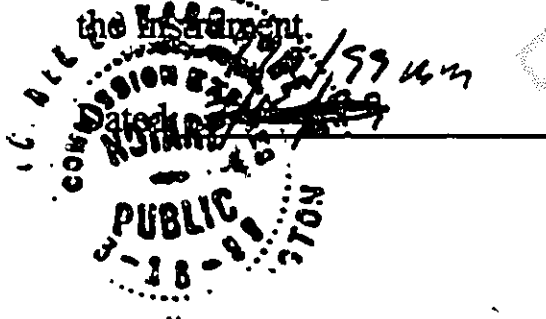
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State of Washington )  
 ) ss.  
County of Skagit )

I certify that I know or have satisfactory evidence that Patricia Hamilton is the Person who appeared before me and said person acknowledged that she signed this Easement Agreement and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.



Michael E. [Signature]  
Notary Public in and for the State of Washington  
My Commission expires 3/14/99

State of Washington )  
 ) ss.  
County of Skagit )

I certify that I know or have satisfactory evidence that Leslie A. Dann is the Person who appeared before me and said person acknowledged that she signed this Easement Agreement and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 2/5/99

Norma K. Butler  
Notary Public in and for the State of Washington  
My Commission expires 6/27/99

State of Washington )  
 ) ss.  
County of Skagit )

I certify that I know or have satisfactory evidence that ~~Wade R. Dann~~ <sup>Leslie A. Dann as attorney-in-fact</sup> is the Person who appeared before me and said person acknowledged that he signed this Easement Agreement and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 2/5/99

Norma K. Butler  
Notary Public in and for the State of Washington  
My Commission expires 6/27/99

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