

Upon recording, please return to:

Langabeer, Tull & Lee, P.S.
P.O. Box 1678
Bellingham, Washington 98227



200402060138

Skagit County Auditor

2/6/2004 Page

1 of 10 3:43PM

DOCUMENT TITLE:	EASEMENT
GRANTOR:	RON RENNEBOHM and DARLA RENNEBOHM
GRANTEE:	DECEPTION SHORES COMMUNITY ASSOCIATION
ABBREVIATED LEGAL DESCRIPTION:	LOT 1, SHORT PLAT NO. 93-049, A.F. #9705160066 BEING PTN OF GOVT LOTS 3, 4 AND 5, SEC. 24, TWP 34N, R1E WM
ASSESSOR'S TAX PARCEL NUMBER:	P19638 - 340124-0-025-0002

DECEPTION PASS STATE PARK AND PASS LAKE EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made and entered into by and between RON RENNEBOHM and DARLA RENNEBOHM, husband and wife, hereinafter referred to as "Grantor" and DECEPTION SHORES COMMUNITY ASSOCIATION, a Washington nonprofit corporation, hereinafter referred to as "Grantee".

RECITALS:

A. WHEREAS, Grantor is the owner of the real property described as:

Lot 1, Short Plat No. 93-049, approved May 12, 1997, recorded May 16, 1997, in Volume 12 of Short Plats, pages 199 and 200, under Auditor's File No. 9705160066, and being a portion of Government Lots 3, 4 and 5, in Section 24, Township 34 North, Range 1 East, W.M., together with tidelands of the second class. Situate in Skagit County, Washington.

B. WHEREAS, Grantee is a Washington nonprofit corporation having as its objectives and purposes the common welfare of the owners of lots within Deception Shores Planned Unit Development, and for the ownership, regulation, care, maintenance and use of the common areas, roads, paths, walkways and easement for the Deception Shores Planned Unit Development.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, which the parties hereto agree is sufficient and adequate consideration for the easements herein granted, and in consideration of the performance of the Grantee of the covenants, terms and conditions hereinafter set forth, Grantor hereby grants, conveys and warrants to Grantee the following easements:

1. Pedestrian Easement for Access to Deception Pass State Park.

A non-exclusive perpetual pedestrian pathway easement over, across, along, upon and through the Grantor's property, which pathway easement is approximately ten (10) feet in width and situated along and southeasterly of the southeast power pole line over and across the Grantor's property and more particularly described as Easement 1 in Exhibit "A" attached hereto and by this reference made a part hereof.

2. Pedestrian Easement for Access to State Route 20 and Pass Lake.

A non-exclusive perpetual pedestrian pathway easement over and across Grantor's property described and shown as Easement 2 in Exhibit "A" attached hereto and by this reference made a part hereof.

3. Purpose of Easements. The purpose of the non-exclusive pedestrian easement described as Easement 1 in Exhibit "A" attached hereto is to allow and



provide the owners of Lots 1 through 27, inclusive, of Deception Shores Planned Unit Development, being the members of the Grantee, a pedestrian pathway for access, ingress and egress from the Deception Shores Planned Unit Development to the Deception Pass State Park; and the purpose of the non-exclusive pedestrian easement described as Easement 2 in Exhibit "A" attached hereto is to allow and provide said owners of Lots 1 through 27, inclusive, of Deception Shores Planned Unit Development a pedestrian pathway for access, ingress and egress from the Deception Shores Planned Unit Development to Pass Lake.

4. Terms and Conditions. This Easement Agreement is granted subject to and conditioned upon the following terms, conditions and covenants which the Grantee and each of the members of the Grantee (hereinafter collectively referred to as "Grantee") hereby promises to faithfully and fully observe and perform.

4.1 Grantee shall use the easements for pedestrian pathway and bicycle use only and no motorized dirt bikes, motorcycles, ATV's or other motorized vehicles shall be allowed.

4.2 Grantee shall follow and observe reasonable conditions and requirements for use of the pedestrian pathway that the Grantor may notify the Grantee in writing and post upon the Grantor's property from time to time, which reasonable conditions and requirements shall be for the use and enjoyment of the pedestrian pathway and not impose obstacles or obstructions to preclude said use. Grantor may construct a fence enclosing Grantor's property providing gates that will allow the Grantee access through the enclosure, and the Grantee shall close the gates after passing through.

4.3 Grantor shall not be responsible for the maintenance or upkeep of the pedestrian pathway easements and the Grantor shall not be responsible for the condition of said easements. Grantee, at Grantee's election, shall be responsible for



keeping the easements in such condition and repair as to allow pedestrian traffic over and across said easements. Grantee shall keep and maintain the pedestrian pathway easements free of any garbage, rubbish or debris that the Grantee may cause or dispose of on or about the easement areas.

4.4 Grantee does hereby release, indemnify and promise to defend and save harmless Grantor from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by Grantor in defense thereof, asserted or arising directly or indirectly on account of or out of acts or omissions of Grantee or Grantee's invitees, agents, employees and contractors in the exercise of the rights granted herein; PROVIDED, HOWEVER, this paragraph 4.4 does not purport to indemnify Grantor against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Grantor or Grantor's agents, employees or contractors.

5. Successors. The rights and obligations of the parties hereto shall inure to the benefit of and be binding upon their respective successors and assigns.

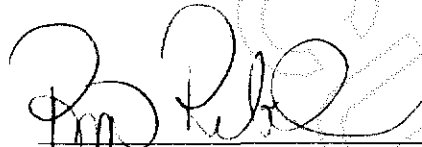
DATED this 30 day of JAN, 2004.

GRANTOR:


SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

FEB 06 2004

Amount Paid \$
By: Skagit County Treasurer Deputy



Ron Rennebohm



Darla Rennebohm



GRANTEE:

Deception Shores Community Association

By Kathleen A. Brown
Kathleen A. Brown, President

By Rebecca Hall
Rebecca Hall, Secretary

STATE OF WASHINGTON)
County of Skagit) ss.

This is to certify that on the 30 day of Jan, 2004, before me, the undersigned Notary Public in and for the State of Washington, personally appeared **RON RENNEBOHM** and **DARLA RENNEBOHM**, to me known to be the individuals described in and who executed the foregoing instrument and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Susan Anderson
NOTARY PUBLIC in and for the State of
Washington, residing at Skagit County
My commission expires 7-1-06



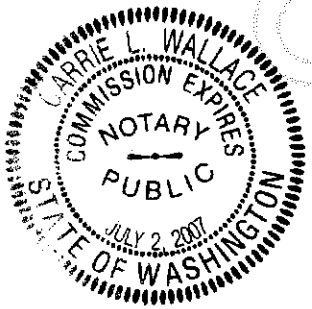
200402060138

Skagit County Auditor

STATE OF WASHINGTON)
County of Skagit) ss.

On this 26th day of January, 2004, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **KATHLEEN A. BROWN**, to me known to be the President of **DECEPTION SHORES COMMUNITY ASSOCIATION**, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

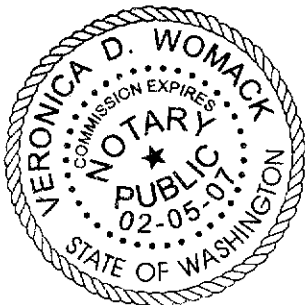


Carrie L. Wallace
NOTARY PUBLIC in and for the State of
Washington, residing at Anacortes
My commission expires July 2, 2007.

STATE OF WASHINGTON)
County of Kitsap) ss.

On this 2nd day of February, 2004, before me, the undersigned Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **REBECCA ANNE HALL**, to me known to be the Secretary of **DECEPTION SHORES COMMUNITY ASSOCIATION**, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute the said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.



Veronica D. Womack
NOTARY PUBLIC in and for the State of
Washington, residing at Poulsbo
My commission expires 2-5-07.



PSE

Pacific Surveying & Engineering

EXHIBIT "A"
EASEMENT 1

PEDESTRIAN ACCESS EASEMENT

A 10 FOOT WIDE TRACT OF LAND, SITUATE IN A PORTION OF GOVERNMENT LOT 4, SECTION 24, TOWNSHIP 34 NORTH, RANGE 1 EAST, W.M., SKAGIT COUNTY, WASHINGTON, BEING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTH CORNER OF THE WEST LINE OF DECEPTION SHORES P.U.D., AS RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 200109100117; THENCE ALONG THE SOUTHWESTERLY LINE OF SAID DECEPTION SHORES, WHICH IS COMMON WITH THE NORTHEASTERLY LINE OF LOT 1, OF SHORT PLAT AS RECORDED UNDER SKAGIT COUNTY SHORT PLAT NO. 93-049, SOUTH 49°14'35" EAST 787.02 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 32°01'36" WEST 180.34 FEET; THENCE SOUTH 35°19'58" WEST 333.41 FEET; THENCE SOUTH 41°55'07" WEST 176.34 FEET TO THE SOUTH LINE OF LOT 1, SAID SHORT PLAT, FROM WHICH BEARS THE SECTION CORNER COMMON TO SECTIONS 23, 24, 25, 26 SOUTH 88°39'52" WEST 249.32 FEET.

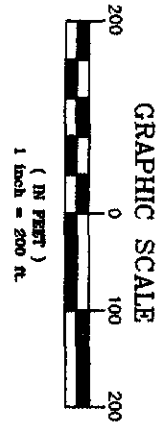
MARGINS OF THIS EASEMENT SHALL BE EXTENDED OR SHORTENED TO INTERSECT THE SOUTHWESTERLY LINE OF SAID DECEPTION SHORES AND THE SOUTH LINE OF LOT 1, SAID SHORT PLAT.

CONTAINING 6,901 SQUARE FEET, MORE OR LESS.



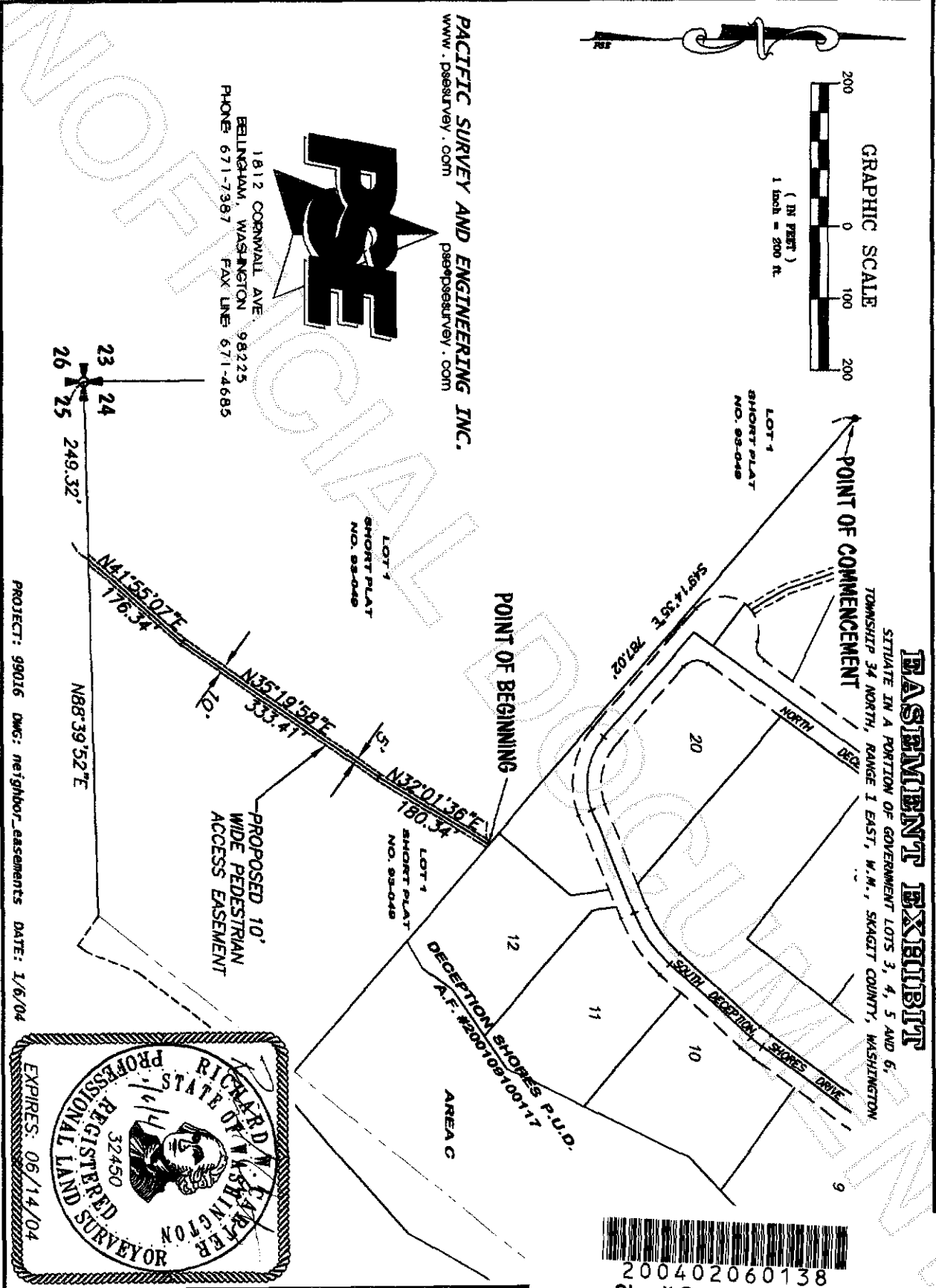
200402060138
Skagit County Auditor

EASEMENT 1

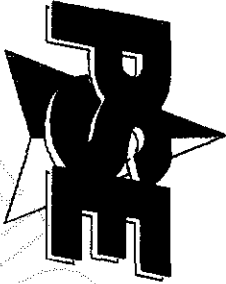


EASEMENT EXHIBIT

SITUATE IN A PORTION OF GOVERNMENT LOTS 3, 4, 5 AND 6, TOWNSHIP 34 NORTH, RANGE 1 EAST, W.M., SKAGIT COUNTY, WASHINGTON.



PACIFIC SURVEY AND ENGINEERING INC.
www.psesurvey.com pdesurvey.com



1812 CORNWALL AVE
BELLINGHAM, WASHINGTON 98225
PHONE: 671-7387 FAX LINE: 671-4685

PROJECT: 99016 DWG: neighbor_easements DATE: 1/6/04



200402060138
Skagit County Auditor

PSE

Pacific Surveying & Engineering

EXHIBIT "A"
EASEMENT 2

PEDESTRIAN ACCESS EASEMENT

A TRACT OF LAND SITUATE IN A PORTION OF GOVERNMENT LOT 3, SECTION 24, TOWNSHIP 34 NORTH, RANGE 1 EAST, W.M., SKAGIT COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF 'AREA C', DECEPTION SHORES P.U.D., AS RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 200109100117, ALSO BEING THE NORTHEAST CORNER OF LOT 1, OF SHORT PLAT AS RECORDED UNDER SKAGIT COUNTY SHORT PLAT NO. 93-049; THENCE ALONG THE WEST LINE OF SAID DECEPTION SHORES SOUTH $00^{\circ}02'04''$ EAST 26.97 FEET; THENCE NORTH $63^{\circ}39'23''$ WEST 30.62 FEET TO THE SOUTHERLY MARGIN OF STATE ROUTE 20, FROM WHICH THE CENTERLINE IS 40 FEET DISTANT, SAID RIGHT OF WAY BEING 100 FEET IN TOTAL WIDTH; THENCE ALONG SAID SOUTHERLY MARGIN, BEING A CURVE CONCAVE TO THE NORTH, FROM WHICH THE RADIUS POINT BEARS NORTH $24^{\circ}41'30''$ WEST 656.00 FEET, 30.52 FEET THROUGH A CENTRAL ANGLE OF $11^{\circ}04'48''$ TO THE POINT OF BEGINNING.

CONTAINING 366 SQUARE FEET, MORE OR LESS.

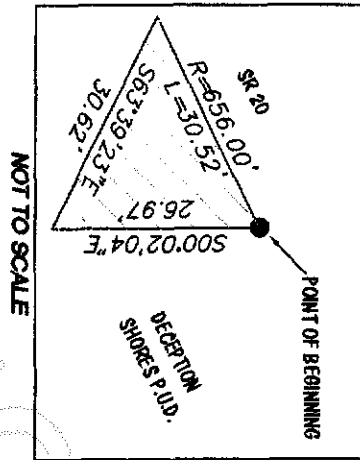
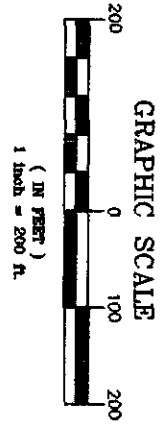


200402060138
Skagit County Auditor

2/6/2004 Page

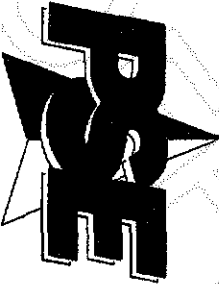
9 of 10 3:43PM

EASEMENT 2



NOT TO SCALE

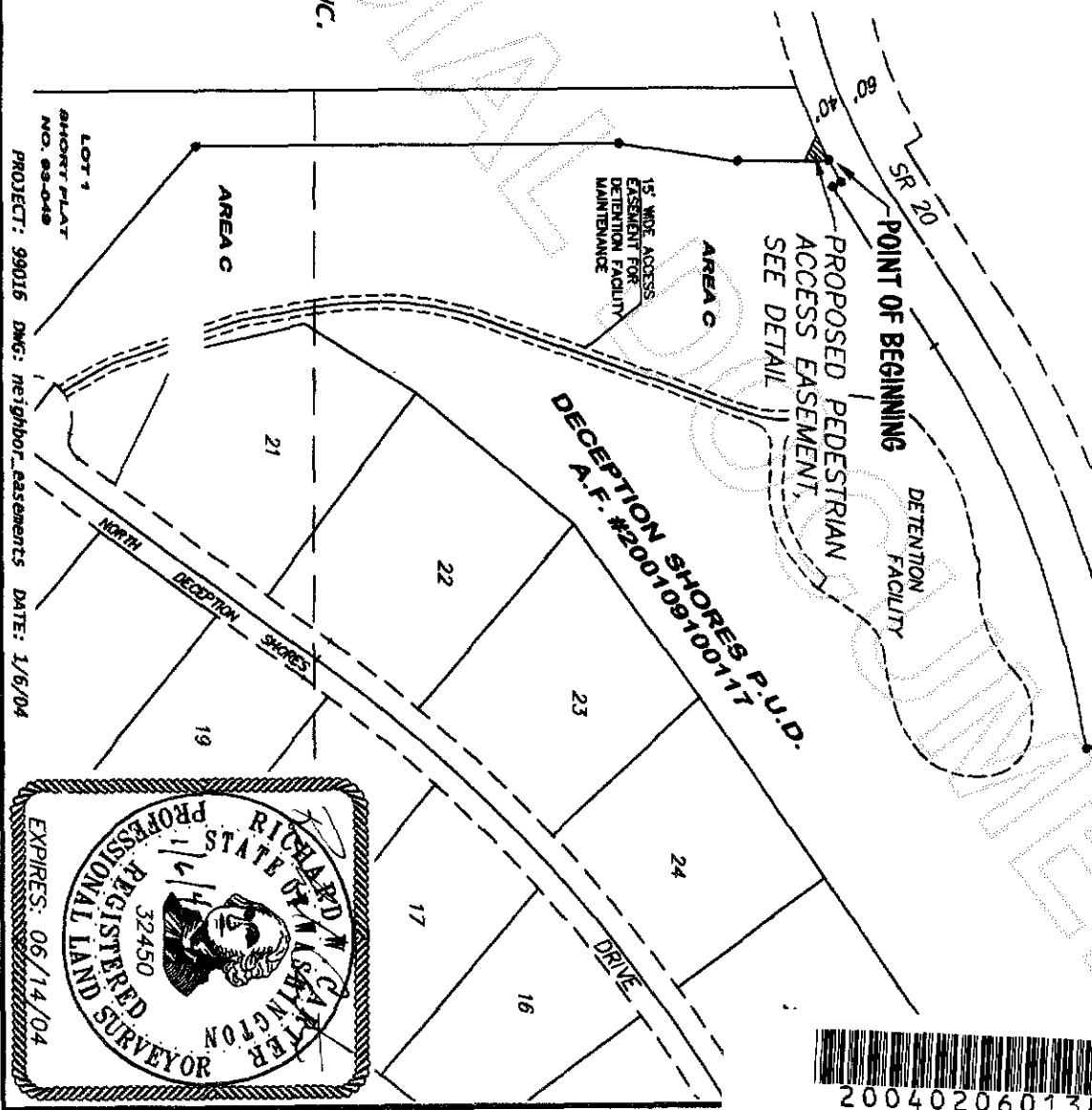
PACIFIC SURVEY AND ENGINEERING INC.
www.psesurvey.com psee@pseeurvey.com



1812 COBURN AVE.
BELLINGHAM, WASHINGTON 98225
PHONE: 671-7387 FAX LINE: 671-4685

EASEMENT EXHIBIT

SITUATE IN A PORTION OF GOVERNMENT LOTS 3, 4, 5 AND 6,
TOWNSHIP 34 NORTH, RANGE 1 EAST, W.M., SKAGIT COUNTY, WASHINGTON



LOT 1
SHORT PLAT
NO. 99-049

PROJECT: 99016 Dwg: neighbor_easements DATE: 1/6/04



200402060138
Skagit County Auditor