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200402240092  
Skagit County Auditor

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## ACCOMMODATION RECORDING

DOCUMENT TITLE:	AGREEMENT
GRANTOR:	MATTHEW E. BROWN and KATHLEEN A. BROWN, husband and wife; REBECCA ANNE HALL, individually; and JEFFREY P. HEILMAN, individually
GRANTEES:	RON RENNEBOHM and DARLA RENNEBOHM, husband and wife
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 W.M., SKAGIT COUNTY, WASHINGTON. (ADDITIONAL LEGAL DESCRIPTION ON PAGE 3 OF DOCUMENT)
ASSESSOR'S TAX PARCEL NUMBER:	P19638 - 340124-0-025-0002

## WATER USE AND CONNECTION AGREEMENT TO THE DECEPTION SHORES PLANNED UNIT DEVELOPMENT WATER SYSTEM

THIS AGREEMENT is made and entered into this 11<sup>th</sup> day of February, 2004, by and between MATTHEW E. BROWN and KATHLEEN A. BROWN, husband and wife; REBECCA ANNE HALL, individually; and JEFFREY P. HEILMAN, individually (collectively referred to as the "Owner") and RON RENNEBOHM and DARLA RENNEBOHM, husband and wife (hereinafter referred to as the "Rennebohms").

### RECITALS:

A. WHEREAS, the Owner is the developer of certain real property and improvements legally described as:

Lots 1 through 27, inclusive, DECEPTION SHORES  
PLANNED UNIT DEVELOPMENT, together with the Open

Space and Common Areas A, B, C, D and E, according to the map thereof recorded September 10, 2001, under Auditor's File No. 200109100117, records of Skagit County, Washington. Situate in Skagit County, Washington.

B. WHEREAS, the Owner installed a Group A Public Small Water System within the Deception Shores Planned Unit Development (hereinafter referred to as the "Deception Shores PUD") to serve each of the 27 lots within the Deception Shores PUD, which Water System will obtain water from the City of Anacortes through the City's main water distribution line; and

C. WHEREAS, the Group A Public Small Water System will be operated, maintained and managed by the Owner initially and the DECEPTION SHORES COMMUNITY ASSOCIATION (hereinafter referred to as "Association") at such time as the Owner turns the system over to the Association; and

D. WHEREAS, the Owner reserved the right with the construction and installation of the Water System to serve adjoining properties not within Deception Shores PUD that are desirous of connecting to the Water System as may be allowed by appropriate regulatory agencies and on such terms and conditions as shall be decided by the Owner to share in the cost and construction of the Water System; and

E. WHEREAS, the Rennebohms are the owners of that certain property adjacent to the Deception Shores PUD and more particularly described as follows:

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,

and the Rennebohms are desirous of connecting to the Water System;



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NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and other valuable consideration, the Owner and the Rennebohms hereby agree as follows:

1. Transfer of Water Share and Consideration. The Owner in the construction and installation of the Group A Public Small Water System for the Deception Shores PUD has reserved the right to serve adjoining properties not within the Deception Shores PUD desirous of connecting to the Group A Small Water System. Upon payment of the sum of Forty Thousand Dollars (\$40,000.00), the Owner agrees to transfer a single-family residential water share to Rennebohms to serve the Rennebohms' property. Upon connecting to the Water System the Rennebohms shall be entitled to water service on the same terms and conditions and at the same charge, cost and assessment as the owners of lots within Deception Shores PUD. Rennebohms agree to pay the Owner the sum of Forty Thousand Dollars (\$40,000.00) as consideration for the single family residential water share and connection to the Water System, representing a pro rata share of the cost of construction and installation of the Water System, and the sum of Forty Thousand Dollars (\$40,000.00) shall be paid in full within five (5) years of the date of this Agreement, or at such time as Rennebohms shall make application for a building permit for a residential structure and/or accessory structure requiring water connection and service, whichever is sooner; provided, however, that in the event Rennebohms should sooner sell, transfer or convey any interest in their property to another person or party, the sum of Forty Thousand Dollars (\$40,000.00) shall be immediately due and payable. In the event Rennebohms shall fail or refuse to pay the Forty Thousand Dollars (\$40,000.00) within the five (5) years, or sooner as provided herein, this Agreement shall terminate and be of no further force and effect and Rennebohms shall have forfeited any right or interest in obtaining a water share.



2. Management, Operation and Maintenance of Water System. The Water System will be operated, maintained and managed by the Association and the Association will manage, operate, maintain, repair and improve the Water System in accordance with rules and regulations that are adopted and amended from time to time by the Washington State Department of Health and the Skagit County Health Department. The Owner initially in behalf of the Association and the Association, at such time as the Water System is turned over to the Association, shall establish all necessary rules and regulations for the operation, maintenance and management of the Water System. The Owner or Association shall establish and collect connection fees, dues and assessments, special assessments, and water fees as shall be necessary for the proper operation, maintenance and management of said Water System. The method and manner of collection of said fees, charges, dues and assessments shall be determined and adopted from time to time by the Owner or Association. The Owner and/or the Association on behalf of the Water System and property owners connected to said Water System shall have all powers and authority to do all things necessary to manage, operate, repair and upgrade the Water System; to enter into any intertie agreement or agreements with the City of Anacortes or such other public or municipal entity; to turn said Water System over to the City of Anacortes or other public or municipal entity; to levy, impose, collect and enforce the collection of all rates and charges to cover the costs of carrying out the duties, obligations and functions of the Association in the operation and management of said Water System; and to contract and pay for any materials, supplies, labor or services and to do all things necessary for the proper operation of the Water System. The duties and powers of the Owner and/or the Association as specified herein are in addition to or in furtherance of the powers and duties of the Owner and/or the Association and not a limitation or restriction of the responsibilities and powers of the Association as provided in the Declaration of



Covenants, Conditions, Restrictions, Easements and Reservations of Deception Shores PUD recorded under Skagit County Auditor's File No. 200109100117 and any amendments thereto together with all such Bylaws, rules and regulations adopted by the Association.

3. Obligation of the Rennebohms. The Rennebohms and their successors in interest hereby covenant and agree that the single-family residential water connection to the Group A Public Small Water System is subject to all rules and regulations adopted by the Owner and/or the Association, the Bylaws of the Association, the Declaration of Covenants, Conditions, Restrictions, Easements and Reservations of Deception Shores PUD as referred to above and any amendments thereto, including but not limited to all fees, rates and charges that may be established by the Owner or the Association from time to time for the connection to the Water System and the management and maintenance of the Water System. The Rennebohms, by accepting the water share, agree they will be entitled to water service subject to the same terms, conditions, charges, costs, and assessments as the owners of the lots within Deception Shores PUD and subject to the same rules and regulations for the proper operation, maintenance and management of said Water System as the owners of lots within the Deception Shores PUD. In addition to all fees, rates and charges that may be established and imposed by the Owner or the Association from time to time and shall be paid by the Rennebohms, the Rennebohms agree to pay their pro rata share of any water assessments or special assessments established by the Owner or the Association as may be determined necessary for the operation, management, maintenance, upgrade, improvement and repair of the Water System by the Owner or the Association on the same terms and conditions as the lot owners in the Deception Shores PUD are assessed.

4. Enforcement of Agreement. The Rennebohms agree to pay to the Owner and/or the Association when due all fees, rates, charges, and any assessment



or special assessment including but not limited to connection charges as required by the Owner and/or the Association, and in the event the Rennebohms shall fail to pay the Owner and/or the Association as the same shall become due and owing, the Owner and/or the Association is hereby authorized upon expiration of thirty (30) days' written notice by the Owner and/or the Association to the Rennebohms of their failure to pay when due all such fees, rates, charges, assessments or special assessments to suspend water service by disconnecting the Rennebohms from the Water System until all such charges are paid in full together with any costs incurred by the Owner and/or the Association in collecting the same together and a disconnect and reconnect charge as may be established by the Owner and/or the Association.

5. Indemnification. The Rennebohms do hereby release, indemnify and promise to defend and save harmless Owner and the Association from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorney's fees incurred by Owner and/or the Association in defense thereof, asserted or arising directly or indirectly on account of or out of acts or omissions of the Rennebohms or Rennebohms' invitees, agents, employees and contractors in the exercise of the rights granted herein; PROVIDED, HOWEVER, this paragraph 5 does not purport to indemnify Owner or the Association against liability for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of Owner and/or the Association or their agents, employees or contractors.

OWNER:

  
Matthew E. Brown



Kathleen A. Brown  
Kathleen A. Brown

Rebecca Anne Hall  
Rebecca Anne Hall

Jeffrey P. Heilman  
Jeffrey P. Heilman

DECEPTION SHORES COMMUNITY  
ASSOCIATION, a Washington  
nonprofit corporation

By Kathleen A. Brown  
Kathleen A. Brown, President

By Rebecca Anne Hall  
Rebecca Anne Hall, Secretary

RENNEBOHM:

Ron Rennebohm  
Ron Rennebohm

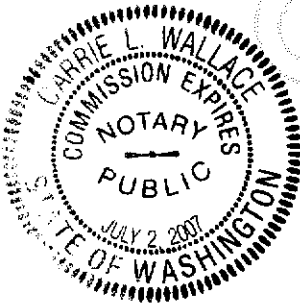
Darla Rennebohm  
Darla Rennebohm



STATE OF WASHINGTON )  
County of Skagit ) ss.

This is to certify that on the 26<sup>th</sup> day of January, 2004, before me, the undersigned Notary Public in and for the State of Washington, personally appeared **MATTHEW E. BROWN and KATHLEEN A. BROWN, husband and wife**, 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.

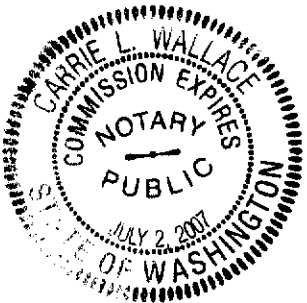


Carrie L. Wallace  
NOTARY PUBLIC in and for the State of  
Washington, residing at Anacortes  
My commission expires July 2, 2007.

STATE OF WASHINGTON )  
County of Skagit ) ss.

On this 26<sup>th</sup> 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.



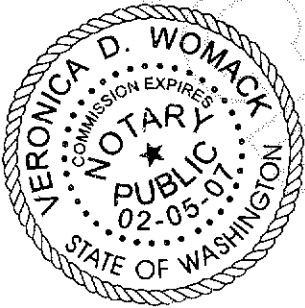
Carrie L. Wallace  
NOTARY PUBLIC in and for the State of  
Washington, residing at Anacortes  
My commission expires July 2, 2007.



STATE OF WASHINGTON )  
County of Kitsap ) ss.

This is to certify that on the 6th day of February, 2004, before me, the undersigned Notary Public in and for the State of Washington, personally appeared **REBECCA ANNE HALL**, to me known to be the individual described in and who executed the foregoing instrument and acknowledged to me that she signed and sealed the same as her 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.

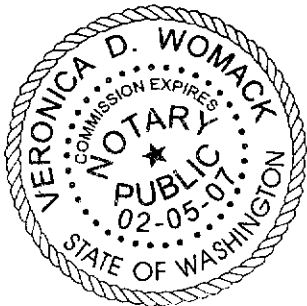


Veronica D. Womack  
NOTARY PUBLIC in and for the State of  
Washington, residing at Poulsbo  
My commission expires 2-5-07

STATE OF WASHINGTON )  
County of Kitsap ) ss.

On this 6th 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



STATE OF OREGON )  
County of Multnomah ) ss.

This is to certify that on the 11<sup>th</sup> day of February, 2004, before me, the undersigned Notary Public in and for the State of ~~Washington~~ <sup>Oregon</sup>, personally appeared **JEFFREY P. HEILMAN**, to me known to be the individual described in and who executed the foregoing instrument and acknowledged to me that he signed and sealed the same as his 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.



Jennifer J. Marks  
NOTARY PUBLIC in and for the State of OREGON  
~~Washington~~, residing at Portland, Oregon.  
My commission expires 1-27-07.

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, husband and wife**, 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.

