

AFTER RECORDING MAIL TO:

Whidbey Island Bank
P.O. Box 302
Burlington, WA 98233

#919095687



200410140107
Skagit County Auditor

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CHICAGO TITLE CO.

ACCOMMODATION RECORDING

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

DECLARATION OF EASEMENT

Declarations

WHEREAS, Whidbey Island Bank is the legal owner in fee simple of the parcel of record described as Lots 11 through 17, Block 1, Town Plat of Edison, according to the Plat thereof, recorded in Volume 1 of Plats, page 7, records of Skagit County, Washington, being a portion of Government Lot 3, Section 33, Township 36 North, Range 3 East of W.M. (Tax Parcel No. P72950), hereinafter referred to as "LOT 1";

WHEREAS, Whidbey Island Bank is also the legal owner in fee simple of the parcel of record described as Lots 9 and 10, Block 1, Town Plat of Edison (Haller's Addition), according to the Plat thereof recorded in Volume 1 of Plats, page 7, records of Skagit County, Washington, being a portion of Government Lot 3, Section 33, Township 36 North, Range 3 East of W. M. (Tax Parcel No. P72949) hereinafter referred to as "LOT 2";

WHEREAS, in consideration of the sale of Lot 1 from Whidbey Island Bank to JJM Bow, L.L.C., and for no monetary consideration, JJM Bow, L.L.C., intends to grant to Lot 2 and easement for access, inspection, pumping, maintenance, which may include underground septic line, septic tank, sump pump, effluent pump, septic field and all appurtenances thereto (collectively hereinafter referred to as "Septic System") over, under and across a portion of Lot 1, the granting of such easement to occur simultaneously with JJM Bow, L.L.C.'s purchase of Lot 1;

WHEREAS, the owner s of Lot 1 make such real property, and shall convey the same, subject to the easement hereafter set forth, which easement shall run with the real property and shall be binding on all parties having or acquiring any right, title, or interest in such real property, or any portion affected hereby, and shall inure to the benefit of Lot 2, or any portion thereof, and such owners' heirs successors and assigns;

Grant of Easement for Septic System

The owners of Lot 1 hereby grant to Lot 2 a non-exclusive perpetual Easement for use of a Septic System, over and across the southern 30 feet (30 ft.) of Lot 1.

BY THIS EASEMENT, the owners of Lot 2 shall have the right to enter the above described portion of Lot 1 for the purposes of constructing, inspecting, maintaining, repairing and improving said septic system, and shall have the right of use of said septic system. The owners of Lot 2 and their agents elect to enter Lot 1 and perform work thereon pursuant to this easement at their sole risk. The owners of Lot 2 shall indemnify, defend and hold harmless the owners of Lot 1 from any and all claims, demands, costs and expenses (including reasonable attorneys fees) arising from or relating to the easement granted herein and the use and maintenance of the Septic System.

The owners of Lot 2 shall give the owners of Lot 1 thirty days written notice, except in the event of an emergency, of their intent to perform any inspection, maintenance and repair to said Septic System and a statement of the magnitude of the work proposed. The owners of Lot 2 shall promptly restore any damage or change to the condition of Lot 1 as a result thereof. Any work performed under this Easement shall be performed with minimum intrusion and impact on Lot 1.

The owners of Lot 2 shall have the affirmative duty and obligation to maintain said Septic System in good working order and to utilize the system in such a manner that it works properly for its intended use and creates no disturbance or nuisance, including noxious odors, to the owners of Lot 1. The owners of Lot 2 shall be responsible for all costs related to the use inspection, maintenance and repair to said Septic System.

To the extent the owners of Lot 2 fail to maintain the Septic System in good working order and to utilize the system in such a manner that it works properly for its intended use and creates no disturbance or nuisance, including noxious odors, the owners of Lot 1 shall have the right: (i) upon 60 days written notice (including the scope of the work and the estimated costs thereof) and opportunity to maintain said septic field in good working order and to obtain reimbursement from the owners of Lot 2 for such costs, with interest on such expenditures at 12 % per annum; and/or (ii) upon 120 days written notice and opportunity for the owners of Lot 2 to correct the deficiency within said 120 day period, to terminate the easement granted hereunder.

General Provisions

Counterparts. This document may be executed in counterparts, with the separate signature pages attached to form a single document.

This document shall be interpreted according to the laws of the State of Washington.



200410140107

Skagit County Auditor

SELLER: Whidbey Island Bank

By: [Signature]
Name: R.E. Blumberg
Title: S.V.P.
Date: 10/8/04

BUYER: JJM Bow, L.L.C.

By: [Signature]
Name: Max Tjober
Title: Manager
Date: 10-13-04

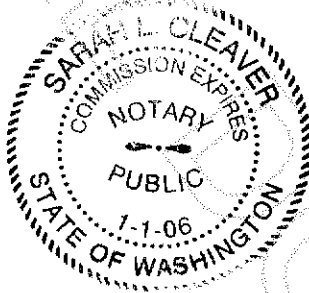
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

OCT 14 2004

Amount Paid: 0
By: [Signature]
Skagit Co. Treasurer
Deputy

STATE OF WASHINGTON

County of Skagit



I certify that I know or have satisfactory evidence that Dick Blumberg / SVP
Appeared before me and acknowledged that he/she signed this instrument, on oath stated
that he/she was authorized to execute the instrument and acknowledged it as an officer of
Whidbey Island Bank to be the free and voluntary act of such party for the uses and
purposes mentioned in this instrument.

Dated: 10/8/04

[Signature]
Notary Public
My appointment expires: 1-1-06



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Skagit County Auditor

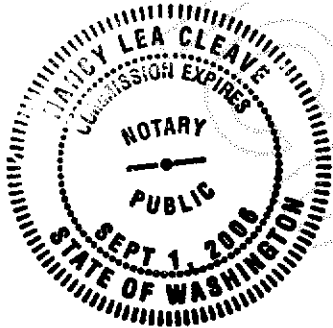
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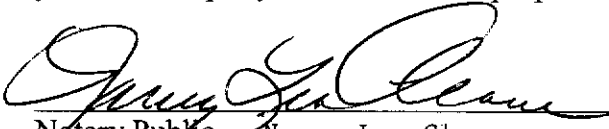
STATE OF WASHINGTON

County of Skagit

I certify that I know or have satisfactory evidence that Max A. Taubert
Appeared before me and acknowledged that he/~~she~~ signed this instrument, on oath stated
that he/~~she~~ was authorized to execute the instrument and acknowledged it as an officer of
JJM Bow, L.L.C., to be the free and voluntary act of such party for the uses and purposes
mentioned in this instrument.

Dated: 10/13/04




Notary Public Nancy Lea Cleave
My appointment expires: 9/1/06



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Skagit County Auditor