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Document Title: **PEDESTRIAN TRAIL EASEMENT AGREEMENT**

Grantors: **JEANINE B. DIMMICK;
GROUP BRONCO HOLDINGS, L.L.C.**

Grantee : **THE ESTATES AT SUMMIT PARK
HOMEOWNERS' ASSOCIATION;**

Reference No. of
Related Document: **199905120072**

Abbreviated legal description: **PORTION OF LOT 7, PLAT OF ESTATES AT
SUMMIT PARK DIVISION III**

Assessor's tax/parcel numbers: **P114780, P128343**

EASEMENT

WHEREAS, Grantors are the owners of certain lands and premises situated in Skagit
County, Washington; and

WHEREAS, Grantee is desirous of acquiring certain rights and privileges across, over and
upon Grantor's lands and premises;

EASEMENT

GRANTORS: **Jeanine B. Dimmick and
Group Bronco Holdings L.L.C.**
GRANTEE: **The Estates at Summit Park
Homeowners Association**

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

EASEMENT
SEP 11 2018

Amount Paid \$
By *HBS* Skagit Co. Treasurer Deputy

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SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Easement
DEC 11 2018

Amount Paid \$
By *NAM* Skagit Co. Treasurer Deputy

NOW THEREFORE, in consideration of Grantee's release and termination of the Easement rights it received under the reservations laid out in instrument recorded under Skagit County Auditor's file number 199905120072, and in further consideration of Grantors' grant of new rights under the terms of this instrument, which new rights replace the rights previously granted which are being released and terminated by Grantee, and in further consideration of the terms of this Agreement, and for no other consideration, Grantors hereby grant and convey unto Grantee, for the benefit of Grantee and for the Grantee to act for the benefit of the lot owners of the Estates at Summit Park, Divisions I, II and III, a non-exclusive easement for the purpose of a pedestrian walking trail.

The easement width and legal description are as shown on the attached Exhibit A, and the layout of the easement area is as shown on the attached Exhibit B.

This easement is subject to and conditioned upon the following terms and conditions:

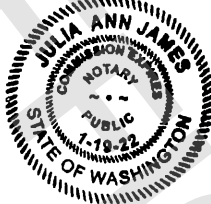
1. Grantee shall have the right to use the easement as a pedestrian trail, with no bicycles allowed and no motorized vehicles of any sort allowed except as specifically provided in term 4 below.
2. The use by Grantee Homeowners' Association shall be for the benefit of that Association, and that benefit shall include use by the owners of lots within the Estates at Summit Park, Divisions I, II and III, all of which owners are members of the Grantee Homeowners Association by virtue of their ownership of property within the Estates at Summit Park.
3. Use by the Grantee Homeowners' Association and its members shall include use by the guests of such members.
4. Grantee Homeowners' Association shall be responsible for the maintenance and repair of the easement and for the costs and execution of any such maintenance and repair. For the accomplishment of such maintenance and repair, Grantee may use motorized vehicles as are reasonably necessary, provided that such motorized vehicles can be accommodated within the easement limits.
5. Grantee shall provide all proper safeguards and shall assume all risk in the performance of its activities under this easement.

EASEMENT

GRANTORS: Jeanine B. Dimmick and
Group Bronco Holdings L.L.C.
GRANTEE: The Estates at Summit Park
Homeowners Association

STATE OF WASHINGTON)
) ss:
COUNTY OF SKAGIT)

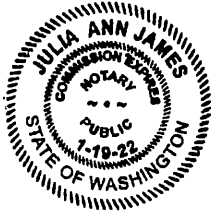
On this 4th day of May, 2018, appeared before me Jeanine B. Dimmick, who signed the within and foregoing instrument in my presence and acknowledged it to be the free and voluntary act and deed of Group Bronco Holdings, L.L.C., and acknowledged her authority to execute the document on behalf of that L.L.C., for the purposes therein mentioned.



Julia Ann James
Julia Ann James
NOTARY PUBLIC in and for the State of
Washington, residing at Mount Vernon.
My commission expires 01/19/2022.

STATE OF WASHINGTON)
) ss:
COUNTY OF SKAGIT)

On this 7th day of May, 2018, appeared before me Harry Leonard Green II who signed the within and foregoing instrument in my presence and acknowledged it to be the free and voluntary act and deed of The Estates at Summit Park Homeowners' Association, a Washington nonprofit corporation, and acknowledged his/her authority to execute the document on behalf of that corporation, for the purposes therein mentioned.



Julia Ann James
Julia Ann James
NOTARY PUBLIC in and for the State of
Washington, residing at Mount Vernon
My commission expires 1/19/2022

EASEMENT
GRANTORS: Jeanine B. Dimmick and Group Bronco Holdings L.L.C.
GRANTEE: The Estates at Summit Park Homeowners Association

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STATE OF WASHINGTON)
COUNTY OF SKAGIT COUNTY) SS

As Auditor of Skagit County, I do hereby certify that the foregoing instrument is a true and correct copy of the original now on file in this office.

IN WITNESS WHEREOF, I set my hand and seal as Auditor of Skagit County this 11th day of December, 2018.

Jeanine Dimmick
Auditor
Judy Barala
Deputy Auditor

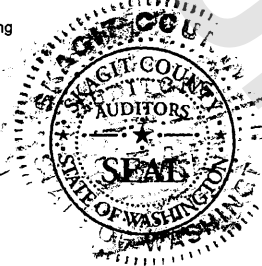


EXHIBIT A**Pedestrian Trail Easement for Summit Park Home Owners Association****Grantor: Dimmick****Grantee: Estates of Summit Park HOA**

An easement for pedestrian trail purposes over, under, across and through that portion of Lot A and Lot B of Skagit County Short Plat No. PL07-0190, approved March 2, 2009 and recorded March 4, 2009 as Auditor's File No. 200903040070; being a portion of Lot 7, "Plat of Estates at Summit Park, Division III", as per Plat recorded in Volume 17 of Plats, at pages 22 through 25, inclusive, Situate in the County of Skagit, State of Washington, and lying 10.00 feet on each side (20.00 feet in width), of the herein described centerline, except that portion between the true point of beginning and the hereinafter described Point A, is 7.50 feet on each side of centerline (15.00 feet in width) and the said centerline is described as follows;

Commencing at the center of the Turner's Bay Place cul-de-sac, as monumented and shown on said Plat of Summit Park, Division III; thence North 4°23'01" West a distance of 51.00 feet to the Southwest corner of said Lot A, being the Southwest corner of said Lot 7; thence Easterly, on a non-tangent curve to the right, having a radial bearing of North 4°23'01" West, having a radius of 51.00 feet, through a central angle of 8°26'41", an arc distance of 7.52 feet to the **True Point of Beginning** of this centerline, thence North 4°54'57" West, along a non-tangent curve, a distance of 30.23 feet to a point, herein after referred to as "Point A", being on the Northerly margin of a 30.00 feet wide shared ingress and egress and utilities easement; thence North 4°54'57" West a distance of 76.79 feet; thence North 19°50'27" West a distance of 47.82 feet; thence North 68°51'20" East a distance of 99.13 feet; thence North 31°35'35" East a distance of 65.11 feet; thence North 79°55'19" East a distance of 86.29 feet; thence North 35°14'48" East a distance of 125.39 feet; thence North 2°41'50" East a distance of 82.45 feet; thence North 14°40'58" West a distance of 61.59 feet; thence North 26°19'50" East a distance of 65.54 feet; thence North 7°07'22" East a distance of 45.32 feet to a point referred to hereinafter as "Point B"; thence North 67°59'30" West a distance of 65.51 feet; thence North 89°45'16" West a distance of 90.30 feet; thence North 79°33'52" West a distance of 63.71 feet; thence South 86°45'55" West a distance of 33.13 feet to a point referred to hereinafter as "Point C"; thence South 86°45'55" West a distance of 10.34 feet; thence South 71°43'01" West a distance of 93.04 feet; thence North 77°12'10" West a distance of 68.38 feet; thence South 84°46'21" West a distance of 61.12 feet; thence South 85°44'24" West a distance of 51.57 feet; thence South 76°44'06" West a distance of 78.85 feet to a point on the West line of said Lot A and the **Terminus** of this centerline,

Together with a 20.00 feet wide easement for pedestrian trail purposes over, under, across and through, said portions of Lot A and Lot B, lying 10.00 feet on each side of the following described centerline;

Beginning at the hereinabove described Point B; thence South 84°13'32" East a distance of 72.36 feet; thence North 67°29'23" East a distance of 44.54 feet; thence North 25°33'57" East a distance of 33.93 feet to a point on the North line of said Lot B and South line of Lot 3 Estates at Summit Park, Division II and the **Terminus** of this centerline,

Together with a 20.00 feet wide easement for pedestrian trail purposes over, under, across and through, said portions of Lot A and Lot B, lying 10.00 feet on each side of the following described centerline;

Beginning at the hereinabove described Point C; thence North 0°17'39" East a distance of 17.45 to a point on the North line of said Lot A and the South line of Lot 4 Estates of Summit Park II and the **Terminus** of this centerline.

The hereindescribed easement as annotated and shown on the attached Exhibit B, which is incorporated by reference herein.

17041 TEB 3-19-18

