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P.O. Box 1678
Bellingham, Washington 98227



200402060137
Skagit County Auditor
2/6/2004 Page 1 of 9 3:43PM

DOCUMENT TITLE:	EASEMENT
GRANTOR:	DECEPTION SHORES COMMUNITY ASSOCIATION
GRANTEES:	RON RENNEBOHM and DARLA RENNEBOHM, husband and wife
ABBREVIATED LEGAL DESCRIPTION:	LOTS 1 THRU 27, INCLUSIVE, DECEPTION SHORES PLANNED UNIT DEVELOPMENT, TOGETHER WITH ALL OPEN SPACE AND COMMON AREAS, BEING A PORTION OF LOT 2, SP#93-049, IN GOVT LOTS 3, 4, 5 AND 6, SEC. 24, TWP. 34 N, R 1 E, W.M., SKAGIT COUNTY, WASHINGTON (ADDITIONAL LEGAL DESCRIPTIONS ON PAGE 2 OF DOCUMENT)
ASSESSOR'S TAX PARCEL NUMBER:	R118294 / 4780-000-001-0000; R118295 / 4780-000-002-0000; R118296 / 4780-000-003-0000; R118297 / 4780-000-004-0000; R118298 / 4780-000-005-0000; R118299 / 4780-000-006-0000; R118300 / 4780-000-007-0000; R118301 / 4780-000-008-0000; R118302 / 4780-000-009-0000; R118303 / 4780-000-010-0000; R118304 / 4780-000-011-0000; R118305 / 4780-000-012-0000; R118306 / 4780-000-013-0000; R118307 / 4780-000-014-0000; R118308 / 4780-000-015-0000; R118309 / 4780-000-016-0000; R118310 / 4780-000-017-0000; R118311 / 4780-000-018-0000; R118312 / 4780-000-019-0000; R118313 / 4780-000-020-0000; R118314 / 4780-000-021-0000; R118315 / 4780-000-022-0000; R118316 / 4780-000-023-0000; R118317 / 4780-000-024-0000; R118318 / 4780-000-025-0000; R118319 / 4780-000-026-0000; R118320 / 4780-000-027-0000; R118321 / 4780-000-999-0000; R118322 / 4780-000-999-0100; R118323 / 4780-000-999-0200; R118324 / 4780-000-999-0300; R118325 / 4780-000-999-0400.

DECEPTION SHORES PLANNED UNIT DEVELOPMENT EASEMENT AGREEMENT

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

RECITALS:

A. WHEREAS, the Deception Shores Planned Unit Development (hereinafter referred to as "Deception Shores PUD") is a 27 lot residential planned unit development described as:

Lots 1 through 27, inclusive, Deception Shores Planned Unit Development, recorded September 10, 2001, under Auditor's File No. 200109100117, records of Skagit County, Washington, situated in a portion of Government Lots 3, 4, 5, and 6, Section 24, Township 34 North, Range 1 East of Willamette Meridian. Situate in Skagit County, Washington; and

B. WHEREAS, Grantor is a Washington nonprofit corporation having as its objectives and purposes the common welfare of the owners of lots within the Deception Shores PUD, and for the ownership, regulation, care, maintenance and use of common areas, roads, paths, walkways and easements for the Deception Shores PUD; and

C. WHEREAS, the Grantees are the owners of 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.

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 easement herein granted, and in consideration of the performance of the Grantees of the covenants, terms and conditions hereinafter set forth, Grantor hereby grants, conveys and warrants to Grantees the following easement:



1. A Right of Access, Ingress and Egress over Deception Shores PUD Private Road Right-of-Way For Single-Family Residential Usage. A nonexclusive easement over and across the private road right-of-way within the Deception Shores PUD from the entry road right-of-way at State Highway 20 over and across the private road right-of-way that is named Deception Shores Drive, Deception Shores Drive North, and Deception Shores Drive South, together with a fifteen (15) foot wide strip extending southwesterly over and across that portion of Area C of the Deception Shores PUD between Deception Shores Drive South and the Grantees' property described herein, which 15' strip is more particularly described in Exhibit "A" and by this reference incorporated herein and made part of this Easement Agreement for access, ingress and egress from State Highway 20 to the Grantees' property.

2. Restrictions, Limitations and Conditions of Easement. This easement is for a single-family residential use for the Grantees' family and guests over and across the Deception Shores PUD private road right-of-way as described herein. The Grantees acknowledge that the Grantees have a separate and private entryway to the Grantees' property from State Highway 20, and that all service, delivery, construction, repair, emergency and other business traffic will use the separate and private entryway of the Grantees and are prohibited from using the easement herein granted over and across the Deception Shores PUD private road right-of-way. Further, this easement is limited and restricted to a single-family residential usage together with invited guests as provided herein, and this easement and the right of access, ingress and egress herein granted shall not be expanded in use to include any additional or other residential usage beyond that of a single-family residential usage.

3. Deception Shores Community Association Rules, Regulations, Road Charges and Assessments. This Easement Agreement and the right of access, ingress



and egress herein granted and conveyed to the Grantees is expressly subject to and conditioned upon all controls, standards, rules and regulations as shall be adopted by the Grantor for the use of the private road right-of-way within Deception Shores PUD and that shall apply to all of the lot owners within the Deception Shores PUD. Further, this grant of easement and the right of access, ingress and egress is subject to the Grantee paying a pro rata share being a one-twenty-eighth (1/28th) share of that portion of the annual dues, assessments or special assessments determined by the Grantor to be paid or required to be paid specifically relating to the repair and maintenance of the private road right-of-way within Deception Shores PUD that is subject to this Easement Agreement. The Grantor reserves and retains the right to suspend the right of access, ingress and egress and the right of the Grantees to use the private road right-of-way within Deception Shores PUD as herein granted by this easement at any time that the Grantees or the Grantees' family members or guests fail to observe and comply with the standards, controls, rules or regulations relating to the use of the private road right-of-way as established by the Grantor that apply to all lot owners within the Deception Shores PUD, and/or fails or refuses to pay within the time provided by the Grantor any pro rata share of dues, assessments or special assessments specifically relating to the repair and improvement of the private road right-of-way. A suspension of the right of use shall not occur until the Grantor has first given thirty (30) days' written notice to the Grantees of the Grantees' failure to observe or comply with any such standards, controls, rules or regulations relating to the use of the private road right-of-way and/or the Grantees' failure to pay any of the Grantees' pro rata share of dues, assessments or special assessments relating to the repair and maintenance of the private road right-of-way within the Deception Shores PUD, and the Grantees' failure during said thirty (30) day notice period to correct any failure to comply and/or pay any such dues, assessments or special assessments. Further, the Grantees may seek review of any suspension by the Board of Directors of



the Grantor by written notice requesting such review delivered to the Board of Directors within said thirty (30) day notice period. No suspension shall occur until the Board of Directors has reviewed and considered the failure to comply and/or non-payment and has given a written decision to Grantees. At such time as the Grantees shall correct any failure to comply or pay any delinquent dues, assessments or special assessments, the right of access, ingress and egress herein granted shall be reinstated by the Grantor.

4. Entry Gate. In the event a security gate is installed at the entrance of the Deception Shores PUD, the Grantees shall be allowed access through such security gate in the same manner as lot owners within the Deception Shores PUD are allowed access through the security gate, and the Grantees agree to comply with the rules and regulations established by the Grantor that apply to all of the lot owners within the Deception Shores PUD.

5. Indemnification. Grantees do 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 Grantees or Grantees' invitees, agents, employees and contractors in the exercise of the rights granted herein; PROVIDED, HOWEVER, this paragraph 5 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.

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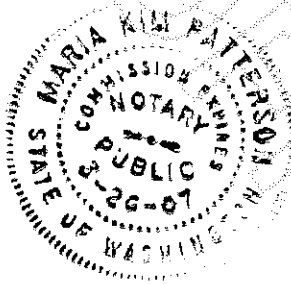


200402060137
Skagit County Auditor

DATED this 5th day of January, 2004.

GRANTOR:

Deception Shores Community Association



By Kathleen A Brown
Kathleen A. Brown, President

By Rebecca Hall
Rebecca Hall, Secretary

GRANTEE:

Ron Rennebohm
Ron Rennebohm

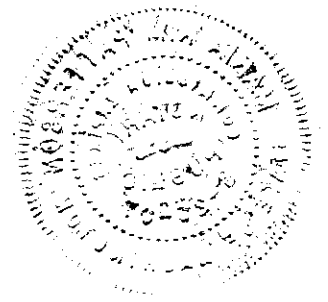
Darla Rennebohm
Darla Rennebohm

STATE OF WASHINGTON)
COUNTY OF WHATCOM) ss.

On this 5th 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** and **REBECCA HALL**, to me known to be the President and Secretary, respectively, 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



UNOFFICIAL DOCUMENT



stated that they are 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



Maria Kim Patterson
NOTARY PUBLIC in and for the State of
Washington, residing at Bellingham
My commission expires 3-26-07

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

SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

FEB 06 2004

Amount Paid \$
Skagit County Treasurer
By: Deputy



PSE

Pacific Surveying & Engineering

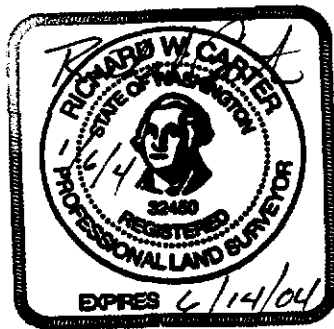
EXHIBIT "A"

ACCESS AND UTILITY EASEMENT

A TRACT OF LAND SITUATE IN A PORTION OF GOVERNMENT LOT 4, SECTION 24, TOWNSHIP 34 NORTH, RANGE 1 EAST, W.M., SKAGIT COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

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 367.07 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE SOUTH 49°14'35" EAST 40.00 FEET; THENCE NORTH 40°45'25" EAST 5.00 FEET TO THE SOUTHWESTERLY MARGIN OF NORTH DECEPTION SHORES DRIVE; THENCE ALONG SAID MARGIN NORTH 49°14'35" WEST 40.00 FEET; THENCE SOUTH 40°45'25" WEST 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 200 SQUARE FEET, MORE OR LESS.

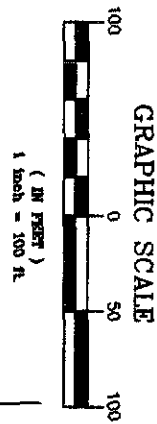


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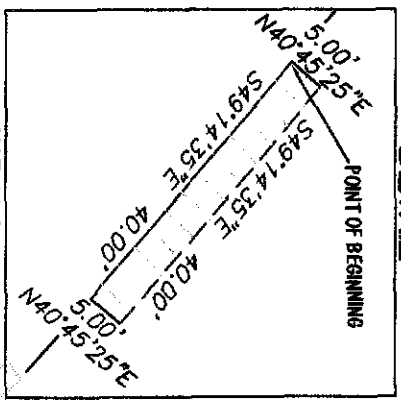
Skagit County Auditor

BASEMENT EXHIBIT

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

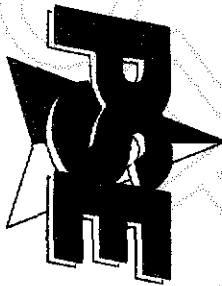


DETAIL



NOT TO SCALE

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



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

AREA C

POINT OF COMMENCEMENT

**LOT 1
SHORT PLAT
NO. 93-049**

POINT OF BEGINNING

PROPOSED
ACCESS &
UTILITY
EASEMENT,
SEE DETAIL

S49°14'35"E
367.07'

NORTH
DECEPTION
DECEPTION SHORES P.U.L.
A.F. #200109100117

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



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