



200109180007

, Skagit County Auditor

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RETURN ADDRESS:

P. Hayden
City of Sedro-Woolley
720 Murdock Street
Sedro-Woolley, WA 98284

EASEMENT FOR WATER MAIN AND RELATED ACCESSORIES

GRANTOR: Crown Pacific Ltd., a Delaware Limited Partnership

GRANTEE: Town of Hamilton, a Washington Municipal Corporation

SHORT LEGAL: Ptn South ½ of NE ¼ of Sec. 11, Twp. 35 N., Rng. 6 E., W.M., and Ptn of W ½ of SW ¼ of NW ¼ of Section 12, Twp 35 N., Rge 6 E., W.M.; Situated in Skagit County, Washington; together with Easement.

ASSESSOR'S PROPERTY TAX PARCEL: R41027; R41087

For and in consideration of the mutual promises set forth herein, **Crown Pacific Ltd., a Delaware Limited Partnership** ("Grantor" herein), hereby conveys and quit claim to **Town of Hamilton, a Washington Municipal Corporation** ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement, including any after-acquired interest therein, over, under, along across and through the following described real property ("Property" herein) in Skagit County, Washington:

An Easement Area 20 (twenty) feet in width having 10 (ten) feet of such width on each side of a centerline described on the attached Exhibit A, incorporated herein by reference as though set forth in full (shown for illustrative purposes on the attached Exhibit B) as the same is located on property of Grantor; All situate in the County of Skagit, State of Washington.

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described above.

In addition, Grantee shall have an easement to use the existing roads located on Grantor's property in Sections 11 and 12, Section 12, Twp 35 N., Rge 6 E. W.M.; Situated in Skagit County, Washington, to access grantor's property and the waterline.

ORIGINAL

1. Purpose. Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove, enlarge, and use the easement area for one or more utility systems for purposes of transmission, distribution and sale of water. Such systems may include, but are not limited to:

Water mains, pipes, junctions, meters, valves, fire hydrants; conduits, lines, cables, vaults, switches and transformers for electricity; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional facilities as it may require for such systems. Grantee shall have the right of access to the Easement Area over and across the adjoining property of Grantor to enable Grantee to exercise its rights hereunder. Grantor shall allow Grantee access over the Easement Area such that Grantee can exercise its rights hereunder and access its systems at all times. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

2. Easement Area Clearing and Maintenance. Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area. Grantee shall not spray pesticides or herbicides without written consent of Grantors.

3. Trees Outside Easement Area. Grantee shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in Grantee's sole judgment, interfere with or create a hazard to Grantee's systems. Grantee shall, prior to the exercise of such right, identify such trees and make a reasonable effort to give Grantor prior notice that such trees will be cut, trimmed, removed or disposed of (except that Grantee shall have no obligation to identify such trees or give Grantor such prior notice when trees are cut, trimmed, removed or otherwise disposed of in response to emergency conditions). Grantor shall be entitled to no compensation for trees cut, trimmed, removed or disposed of except for the actual market value of merchantable timber (if any) cut and removed from the Property by Grantee.

4. Grantor's Use of Easement Area. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

5. Indemnity. Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to



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Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

6. Abandonment. The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert to or otherwise become the property of Grantor; provided, however, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.

7. Successors and Assigns. Grantee shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement to any public utility or municipal service providers, but such assignment shall not expand the scope of the easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

42914
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

SEP 17 2001

Amount Paid \$
Skagit County Treasurer
By: Deputy



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, Skagit County Auditor

DATED this 27th day of August, 2001.

GRANTOR:

CROWN PACIFIC LTD., a Delaware Limited Partnership

Russell Paul

Authorized Agent

Print Name: Russell Paul

Title: Land + Timber manager

STATE OF WASHINGTON)
) SS
COUNTY OF SKAGIT)

On this day before me, the undersigned, a Notary Public in and for the State of WASHINGTON, duly commissioned and sworn, personally appeared RUSSELL PAUL, to me known to be the Authorized Agent of Crown Pacific Ltd., a Delaware Limited Partnership, that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of said Limited Partnership, for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said Town.

IN WITNESS WHEREOF I have hereunto set my hand and official seal this 27th day of August, 2001.

David W Lambert

(Signature of Notary)

DAVID W LAMBERT

(Print name of Notary)

NOTARY PUBLIC in and for the State of WASH-
INGTON, residing at SEDO- WOOLLEY

My Appointment Expires: 1-5-2003



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Skagit County Auditor

TOWN OF HAMILTON, a Washington Municipal Corporation

Attest: Delilah Sutton
Town Clerk

STATE OF WASHINGTON)
) ss
COUNTY OF SKAGIT)

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

(Signature of Notary)
 (Print or stamp name of Notary)
 NOTARY PUBLIC in and for the State of
 Washington, residing at
 My Appointment Expires:



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Skagit
Surveyors & Engineers

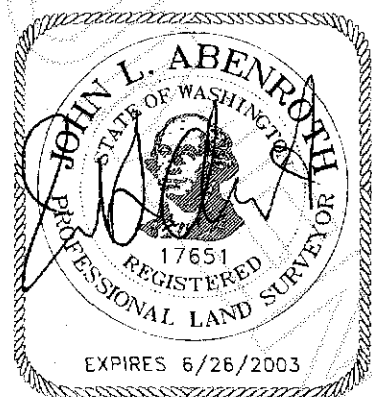
806 Melcalf St., Sedro-Woolley, WA 98284 Phone: (360) 855-2121 FAX: (360) 855-1658

**LEGAL DESCRIPTION FOR TOWN OF HAMILTON
OF CENTERLINE OF WATER LINE ROUTE**

July 30, 2001

An easement for installation, operation and maintenance of a water line, over, under, and through a portion of the southwest quarter of the northwest quarter of Section 12, Township 35 North, Range 6 East, W.M., and a portion of the east half of Section 11, Township 35 North, Range 6 East, W.M., the centerline of which is described as follows:

Commencing at the southwest corner of the east half of the northwest quarter of the southwest quarter of the northwest quarter of said Section 12; thence N 2°08'21"E along the west line of said east half of the northwest quarter of the southwest quarter of the northwest quarter of Section 12, a distance of 110.00 feet and the initial point of this centerline description; thence S 83°28'39"W, a distance of 81.82 feet; thence S 72°13'39"W, a distance of 118.46 feet; thence S 60°58'39"W, a distance of 45.05 feet; thence S 15°58'39"W, a distance of 234.43 feet; thence N 74°01'21"W, a distance of 44.69 feet to a point on the west line of said Section 12 which bears N 2°10'02"E a distance of 471.36 feet from the west quarter corner of said Section 12; thence continuing N 74°01'21"W, a distance of 365.26 feet; thence S 60°58'39"W, a distance of 137.66 feet; thence S 27°13'39"W, a distance of 454.94 feet; thence S 4°43'39"W, a distance of 604.68 feet; thence S 15°58'39"W, a distance of 174.02 feet; thence S 27°13'39"W, a distance of 107.92 feet; thence S 60°58'39"W, a distance of 81.17 feet; thence S 38°28'39"W, a distance of 128.51 feet; thence S 60°58'39"W, a distance of 41.80 feet; thence S 72°13'39"W, a distance of 44.28 feet; thence S 83°28'39"W, a distance of 67.38 feet; thence S 72°13'39"W, a distance of 141.35 feet; thence S 46°44'37"W, a distance of 26.45 feet; thence S 12°44'37"W, a distance of 97.83 feet; thence S 1°29'37"W, a distance of 84.78 feet; thence S 23°59'37"W, a distance of 37.74 feet; thence S 46°29'37"W, a distance of 33.99 feet; thence S 68°59'37"W, a distance of 32.10 feet to a point on the centerline of the south 30 feet of the northwest quarter of the southeast quarter of said Section 11; thence S 88°30'24"W along the centerline of said south 30 feet, a distance of 315.90 feet to the right of way of Hamilton Cemetery Road and the terminal point of this centerline description.



8/1/2001

y, Washington.



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Exhibit A

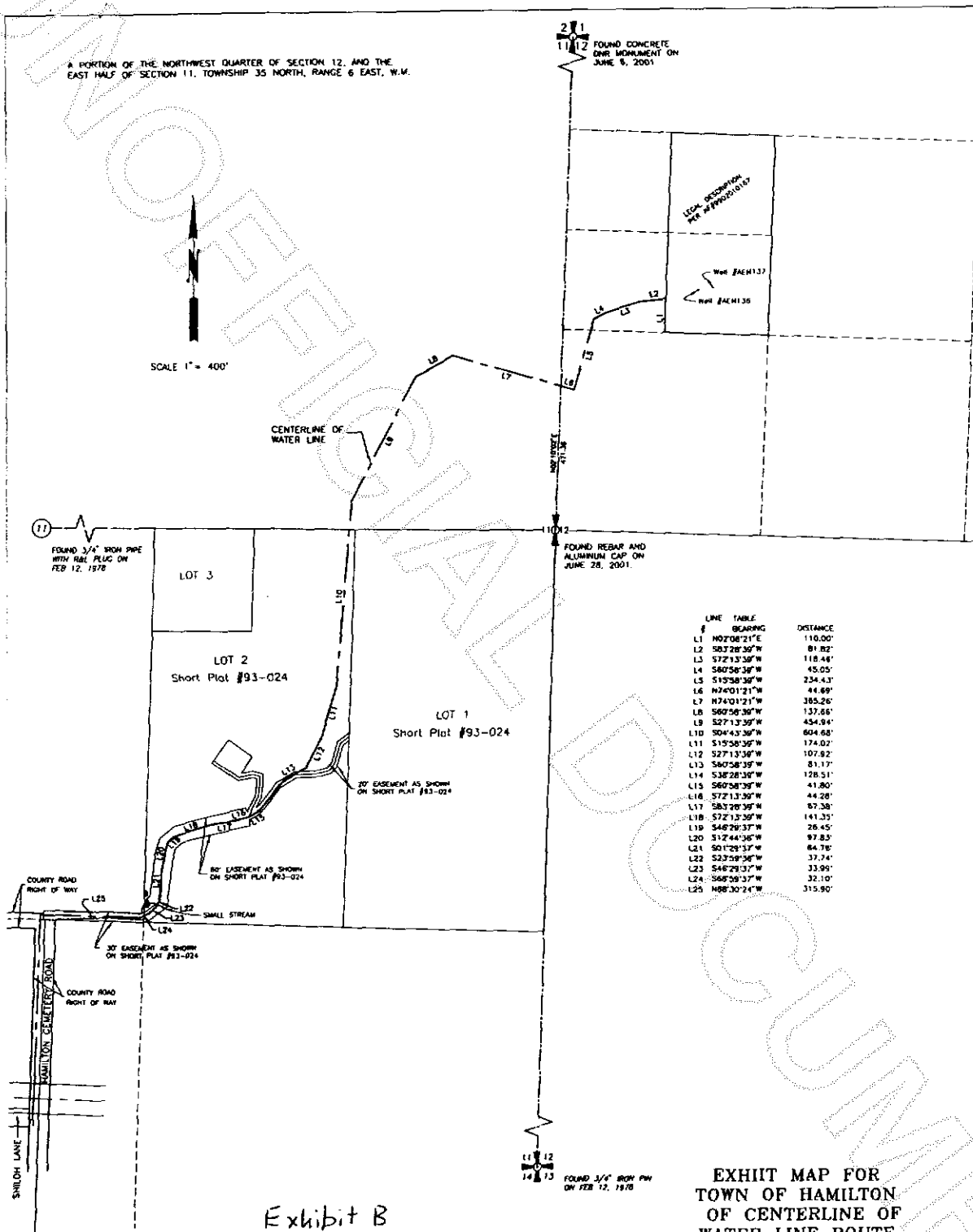


Exhibit B

SKAGIT SURVEYORS, INC 806 METCALF ST. SEDRO-WOOLLEY, WA 98284 855-2121

30.JUL.01 JN200322



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