



200303260003

Skagit County Auditor

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RETURN ADDRESS:

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

ORIGINAL

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 Sec. 14, Twp. 35 N., Rng. 6 E., W.M., Situated in Skagit County, Washington; together with Easement.

ASSESSOR'S PROPERTY TAX PARCEL: P41201, P41203, P41194, P41195, P41196, P41197

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 10 (ten) feet in width having 5 (five) 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, to access Grantor's property and the waterline, and may use Grantor's adjoining property for on a temporary basis, as needed for construction, maintenance and repair of the water line, provided that such use shall be in a manner which minimizes the inconvenience to Grantor.

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 entitles 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.



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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 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.



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DATED this 27th day of February, 2003.

GRANTOR:

CROWN PACIFIC LTD., a Delaware Limited Partnership

Russ Paul
Authorized Agent
Print Name: Russ Paul
Title: Land + Timber Mgr

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 24 2003

Amount Paid \$ 0
Skagit Co. Treasurer
DC

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 Russ 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 February, 2003.

Judy L. Clark
(Signature of Notary)

JUDY L. CLARK
(Print name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at Sedro Woolley
My Appointment Expires: 10-1-2006



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Timothy A. Bat
Mayor

Attest: Walter 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)
Patrick M. Hayden
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of
Washington, residing at Sedro-Woolley
My Appointment Expires: 10-1-04



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LEGAL DESCRIPTION

Commencing at the North one quarter corner of Section 14, Township 35 North, Range 6 East. W.M., thence North $89^{\circ}37'02''$ West, 713.79 feet to a point on the north line of section 14; thence South $0^{\circ}22'58''$ East, to the true point of beginning of the following described centerline; thence South $89^{\circ}11'24''$ East, 216.31 feet; thence South $86^{\circ}53'55''$ East, 197.98 feet; thence North $80^{\circ}13'50''$ East, 84.20 feet; thence North $88^{\circ}55'14''$ East, 321.74 feet; thence South $87^{\circ}51'32''$ East, 377.91 feet; thence North $88^{\circ}39'11''$ East, 327.64 feet; thence South $82^{\circ}06'51''$ East, 130.97 feet; thence South $88^{\circ}00'18''$ East, 112 feet more or less to the west edge of the existing State Highway 20 right of way.



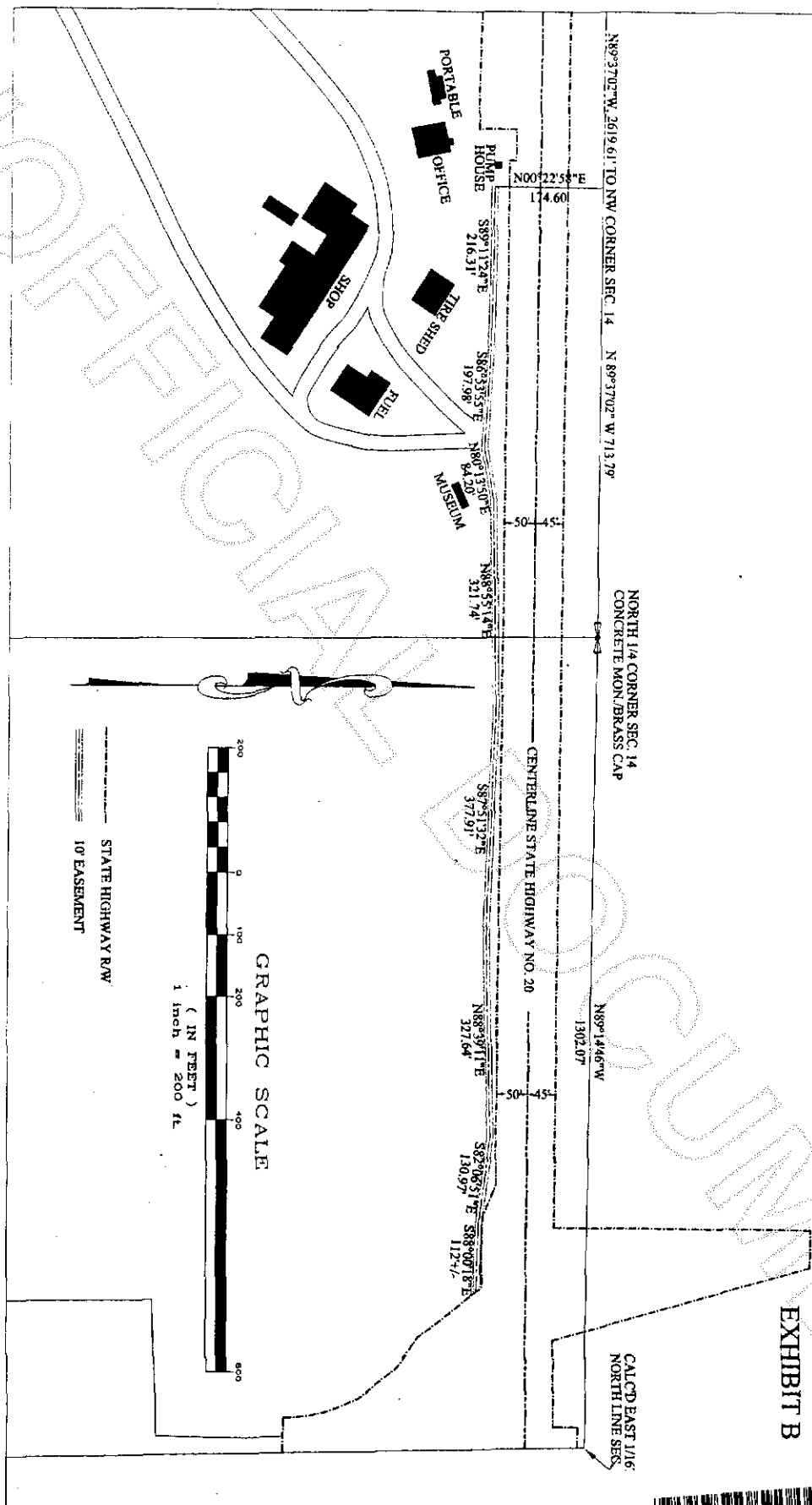
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