



200706010042
Skagit County Auditor

6/1/2007 Page

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3 10:24AM

RETURN TO:
Public Utility District No. 1 of Skagit County
1415 Freeway Drive
P.O. Box 1436
Mount Vernon, WA 98273-1436

PUD UTILITY EASEMENT

THIS AGREEMENT is made this 22 day of May, 2007, between **HALLE PROPERTIES, LLC**, hereinafter referred to as "Grantor(s)", and **PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON**, a Municipal Corporation, hereinafter referred to as "District". Witnesseth:

WHEREAS, Grantor(s) are the owners of certain lands and premises situated in the County of Skagit, and

WHEREAS, the District wishes to acquire certain rights and privileges along, within, across, under, and upon the said lands and premises.

NOW, THEREFORE, Grantor(s), for and in consideration of mutual benefits and other valuable consideration, receipt of which is hereby acknowledged, conveys and grants to the District, its successors or assigns, the perpetual right, privilege, and authority enabling the District to do all things necessary or proper in the construction and maintenance of a water and communication, lines or other similar public services related facilities, including the right to construct, operate, maintain, inspect, improve, remove, restore, alter, replace, relocate, connect to and locate at any time a pipe or pipes, line or lines or related facilities, along with necessary appurtenances for the transportation and control of water and electronic information on facilities over, across, along, in and under the following described lands and premises in the County of Skagit, State of Washington, to wit:

P123950

That portion of Parcel 2 of the **BOUNDARY LINE ADJUSTMENT, BLA 7-06**, to the **SPORTSMAN'S PLAZA BINDING SITE PLAN** as said **BOUNDARY LINE ADJUSTMENT, BLA 7-06**, is recorded on 11/08/2006 under Auditor's File No 200611080142, records of Skagit County, Washington, said portion being within the following described easement tract:

Beginning at the Northeast corner of Parcel 1 of **SPORTSMAN'S PLAZA BINDING SITE PLAN** recorded on 01/13/2006, under Auditor's File No. 200601130002, records of Skagit County, Washington, which is also the Northeast corner of Parcel 1 of said **BOUNDARY LINE ADJUSTMENT, BLA 7-06**;

thence North 89°47'49" West a distance of 281.49 feet along the North line of said Parcel 1 to the TRUE POINT OF BEGINNING of said easement tract; thence South 01°16'00" West a distance of 23.72 feet; thence South 45°00'00" East a distance of 11.36 feet; thence South 00°54'41" East a distance of 305.07 feet; thence North 89°05'19" East a distance of 51.11 feet; thence South 00°54'41" East a distance of 20.00 feet; thence South 89°05'19" West a distance of 51.11 feet; thence South 00°54'41" East a distance of 29.47 feet; thence North 89°05'19" East a distance of 19.03 feet; thence South 00°54'41" East a distance of 20.00 feet; thence South 89°05'19" West a distance of 19.03 feet; thence South 00°54'41" East a distance of 104.93 feet to the South line of said Parcel 2 of **BOUNDARY LINE ADJUSTMENT, BLA 7-06**, said point being a point of curvature, the center of which is South 12°43'43" West 180.00 feet from said point; thence westerly along the arc of said curve to the left, along said South line, having a radius of 180.00 feet, with a central angle of 06°28'34", and an arc length of 20.35 feet; thence North 00°54'41" West a distance of 332.88 feet; thence South 89°05'19" West a distance of 19.21 feet; thence North 00°54'41" West a distance of 20.00 feet; thence North 89°05'19" East a distance of 19.21 feet; thence North 00°54'41" West a distance of 114.81 feet; thence North 45°00'00" West a distance of 11.80 feet; thence North 01°16'00" East a distance of 2.71 feet; thence North 88°44'00" West a distance of 17.66 feet; thence North 01°16'00" East a distance of 20.00 feet; thence South 88°44'00" East a distance of 17.66 feet; thence North 01°16'00" East a distance of 9.18 feet to said North line of Parcel 1; thence South 89°47'49" East a distance of 20.00 feet along said North line to the TRUE POINT OF BEGINNING,

Situated in the City of Burlington, Skagit County, Washington.

UNRECORDED

together with the right of ingress to and egress from said lands across adjacent lands of the Grantor; also, the right to cut and/or trim all timber, trees, brush, or other growth standing or growing upon the lands of the Grantor which, in the opinion of the District, constitutes a menace or danger to said line or to persons or property by reason of proximity to the line. The Grantor agrees that title to all brush, other vegetation or debris trimmed, cut, and removed from the easement pursuant to this Agreement is vested in the District.

Grantors, their heirs, successors, or assigns hereby conveys and agrees not to construct or permit to be constructed structures of any kind on the easement area without written approval of the General Manager of the District. Grantors shall conduct their activities and all other activities on Grantor's property so as not to interfere with, obstruct or endanger the usefulness of any improvements or other facilities, now or hereafter maintained upon the easement or in any way interfere with, obstruct or endanger the District's use of the easement.

The Grantors also agree to and with the District that the Grantors lawfully own the land aforesaid, has a good and lawful right and power to sell and convey same, that same is free and clear of encumbrances except as indicated in the above legal description, and that Grantors will forever warrant and defend the title to said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

Any mortgage on said land held by a mortgagee is hereby subordinated to the rights herein granted to the District; but in all other respects the mortgage shall remain unimpaired.

In Witness Whereof, the Grantor hereunto sets his hand and seal this 22 day of May, 2007.

HALLE PROPERTIES, LLC:

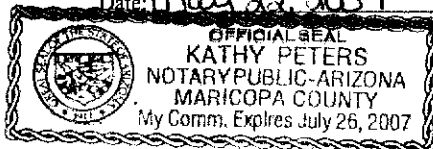
[Signature]
Signature Agent

STATE OF ARIZONA
COUNTY OF MARICOPA

I certify that I know or have satisfactory evidence that Dan Wainwright is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Agent

of HALLE PROPERTIES, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: May 22, 2007



Kathy Peters
Notary Public in and for the State of ARIZONA
My appointment expires: July 26, 2007

Easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JUN 01 2007

Amount Paid \$0
Skagit Co. Treasurer
By mm Deputy



200706010042

Skagit County Auditor


**CERTIFIED COPY OF RESOLUTIONS
OF
HALLE PROPERTIES, L.L.C.
An Arizona Limited Liability Company**

The undersigned hereby certifies that he is agent for the managing member of Halle Properties, L.L.C., an Arizona Limited Liability Company, hereafter referred to as the "Company", and that the following is a full true and correct copy of resolutions duly adopted by the Members of said Company and that this resolution is in full force and effect and has not been amended, suspended or repealed.

RESOLVED, that Daniel Wainwright, Chad Gorman, Richard Sommer and Don Thraillkill are agents of Halle Properties, L.L.C., and in such capacity is authorized to sign any and all documentation necessary for obtaining utilities and other transactions relating to the construction of the building to be used as a Discount Tire Co/America's Tire Co. store in the State of Washington.

IN WITNESS WHEREOF, I have hereunto set my hand of the day and year stated herein.

HALLE PROPERTIES, L.L.C.
An Arizona Limited Liability Company
By: Wilanna, Inc., an Arizona corporation,
Managing Member


By: James Silhasek
Its: Agent

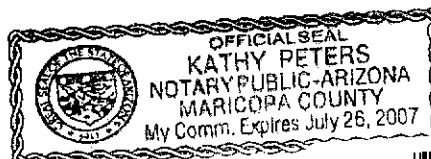
STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

Before me, the undersigned Notary Public, on this 24th day of July, 2006, personally appeared James Silhasek, who acknowledged to be agent of Wilanna, Inc., an Arizona corporation, the managing member of Halle Properties, L.L.C., and that he, being authorized to do, executed the foregoing instrument for the purposes stated therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public Kathy Peters

My Commission Expires: July 26, 2007



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Skagit County Auditor