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The information contained in this boxed section is for recording purposes only pursuant to RCW 36.18 and RCW 65.04, and is not to be relied upon for any other purpose, and shall not affect the intent of or any warranty contained in the document itself.

Grantor(s): Port of Chelan County

Grantee(s): Public Utility District No. 1 of Chelan County, Washington

Reference Number(s) of Documents Assigned or Released: N/A

Abbreviated Legal Description: Ptn of NE ¼ west of Burlington Northern right-of-way, south of Penny Road, and north of Olds Station Road, S28, T23N, R20EWM, Chelan County, WA

Complete or Additional Legal Description on Page 1 and Exhibit A of Document.

Assessor's Parcel Number(s): Ptn of 23-20-28-110-550

WATER LINE EASEMENT ("Easement")

THIS INDENTURE, made this 20th day of May, 2004, between PORT OF CHELAN COUNTY, a Washington municipal corporation ("Grantor"), and PUBLIC UTILITY DISTRICT NO. 1 OF CHELAN COUNTY, a Washington municipal corporation ("Grantee").

WITNESSETH:

That the Grantor, in exchange for valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to the Grantee, it's successors and assigns, the right, privilege and authority to construct, reconstruct, alter, improve, repair, operate, inspect and maintain underground water utilities, including lines and other necessary or convenient underground facilities and equipment (hereinafter called "Utility Line"), located within a portion of the lands and premises situated in the Northeast quarter of Section 28, Township 23 North, Range 20 EWM, Chelan County, State of Washington and more fully described as follows (the "Easement"):

See Exhibit "A" which is attached hereto and incorporated herein by this reference.

The Easement is described as a fifteen foot (15') strip of land located approximately as shown on the attached drawing marked Exhibit "B" and specifically located as actually installed.



The Parties agree that any future installation of semi-buried or ground mounted facilities within the Easement must be agreed to, in advance, by the Parties.

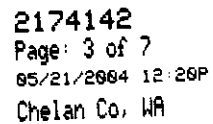
Together with the right at all times to the Grantee, its successors and assigns, of ingress to and egress from the Easement, across adjacent lands of the Grantor, for the purpose of constructing, reconstructing, repairing, renewing, altering, patrolling and operating said Utility Line, and the right at any time to remove said Utility Line from said lands; provided that the Grantee shall restore the Easement and any other property disturbed by the Grantee to the condition that existed before engaging in any activity allowed herein. The Grantee agrees to provide 48 hours advance written notice to the Grantor before engaging in any activity allowed herein.

The Grantee, its successors and assigns, shall have the right to keep the Easement clear of brush, trees, timber, structures, and all fire hazards. The Grantor, its successors, assigns or licensees, shall not place, construct or maintain any building or other structure within the boundary limits of the Easement, nor shall the Grantor place any fill material or other substances upon the surface of the land (other than landscaping of the type and character that is commonly utilized on other real property owned by the Grantor) within the boundary limits of the Easement which materially interferes with the maintenance and operation of the Utility Line or obstructs or impedes the Grantee's right of access to the Utility Line including, without limitation, the Grantee's right of access for purposes of repair and maintenance of the Utility Line. The Grantor shall not dig or do any other act, or permit any other act within the Easement which will disturb the compaction or unearth the lines or equipment thereon or therein, or in any other way remove, threaten, or endanger the lateral support to the Easement or Utility Line located therein; nor shall the Grantor, its successors, assigns or licensees do any blasting or discharge any explosives within a distance of 300 feet of the Easement without giving reasonable notice in writing to the Grantee, its successors or assigns, of intention so to do. Existing buildings, improvements, and structures are exempt from this paragraph.

The Parties hereto, their successors and assigns, accept the level and grade of the Easement as it currently exists and agree not to change or alter the grade of the Easement without the advance written consent of both Parties.

All lines laid pursuant to this Easement shall be buried to such depth as not to interfere with the ordinary landscaping on the Property; provided, however, that no trees, shrubs or bushes shall be planted within the Easement without first having obtained written approval from the Grantee (ground cover landscaping in the Easement of the type and character that currently exists on other real property owned by the Grantor is permitted outright).

The rights, title, privileges and authority hereby granted shall continue and be in force until such time as the Grantee, its successors and assigns, removes said Utility Line, or shall otherwise abandon said Utility Line, at which time all such rights, title, privileges and authority hereby granted shall terminate.



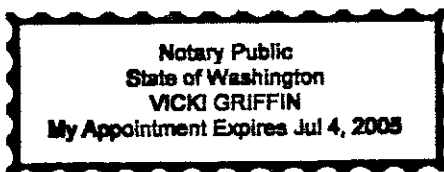
STATE OF WASHINGTON)
)ss.
County of Chelan)



2174142
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05/21/2004 12:20P
Chelan Co, WA

I certify that I know or have satisfactory evidence that CJ Hosken 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 General Manager of Public Utility District No. 1 of Chelan County to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: May 20, 2004



Vicki Griffin
Vicki Griffin (Printed name)
NOTARY PUBLIC, State of Washington
My appointment expires July 4, 2005



EXHIBIT A

UNDERGROUND WATER UTILITY EASEMENT

An Easement for water distribution line, fire protection lines and service lines, 15.00 feet in width, 7.50 feet on each side of the following described line:

LINE 1

Beginning at the intersection of an existing underground waterline centerline lying Northwesterly of the Northwesterly Right of Way of Burlington Northern-Santa Fe Railway and the end of that easement described under Auditor's File Number 2115519; thence along said waterline centerline South 39°20'28" East 473.00 feet to POINT A; thence South 40°04'07" East 256.12 feet to the North Right of Way of Olds Station Road and the end the described centerline.

LINE 2

Beginning at the intersection of an existing underground waterline centerline lying Northwesterly of the Northwesterly Right of Way of Burling Northern-Santa Fe Railway and the end of that easement described under Auditor's File Number 2115519; thence North 40°33'33" East 149.73 feet; thence North 40°57'43" West 36.00 feet; thence North 40°02'17" East 27.57 feet to POINT B; thence North 40°02'17" East 107.43 feet; thence North 85°02'17" East 36.00 feet; thence North 39°47'25" East 81.68 feet to POINT C; thence North 39°51'56" East 231.17 feet; thence North 41°17'38" East 66.79 feet to POINT D; thence North 41°17'38" East 151.09 feet; thence North 32°51'51" East 42.56 feet to the South Right of Way of Penny Road and the end of this described easement line;

Together with; easements for fire protection and a water meter 15 feet wide and centered upon the waterlines as they now exist more particularly described as follows:

Beginning at the above described POINT A; thence North 50°39'32" 20.00 feet and the end of LINE A.

Beginning at the above described POINT B; thence South 49°57'43" East 17.31 feet and the end of LINE B.

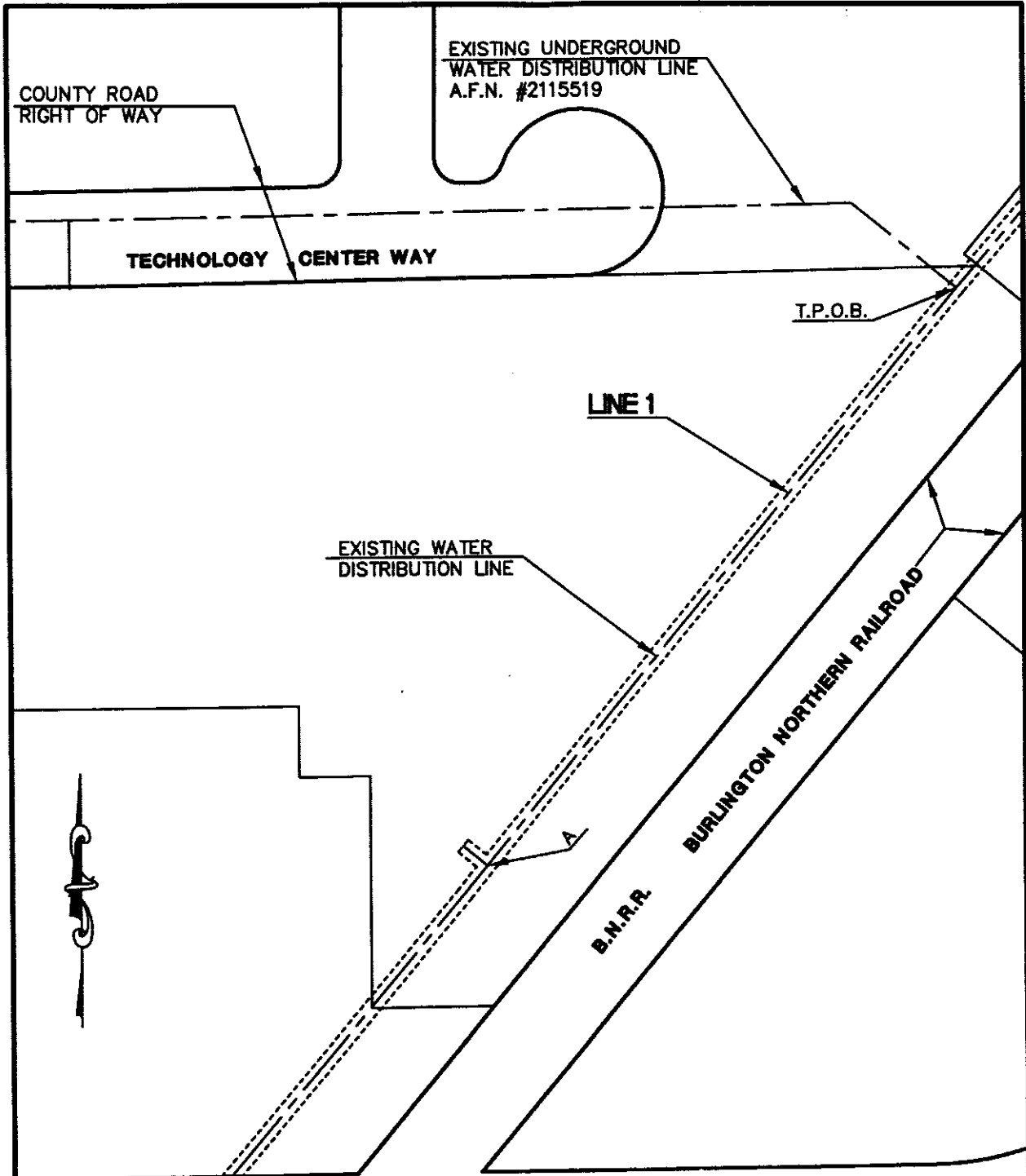
Beginning at the above described POINT C; thence North 55°37'37" West 17.44 feet and the end of LINE C.

Beginning at the above described POINT D; thence North 43°15'42" West 21.4 feet and the end of LINE D.



PUD # 1 OF CHELAN COUNTY

ERASE # 25.00



N 89°31'24" E
789.46'

OLDS STATION ROAD

DRAWN
KLS

SCALE
1" = 100'

EXHIBIT B

UNDERGROUND WATER UTILITY

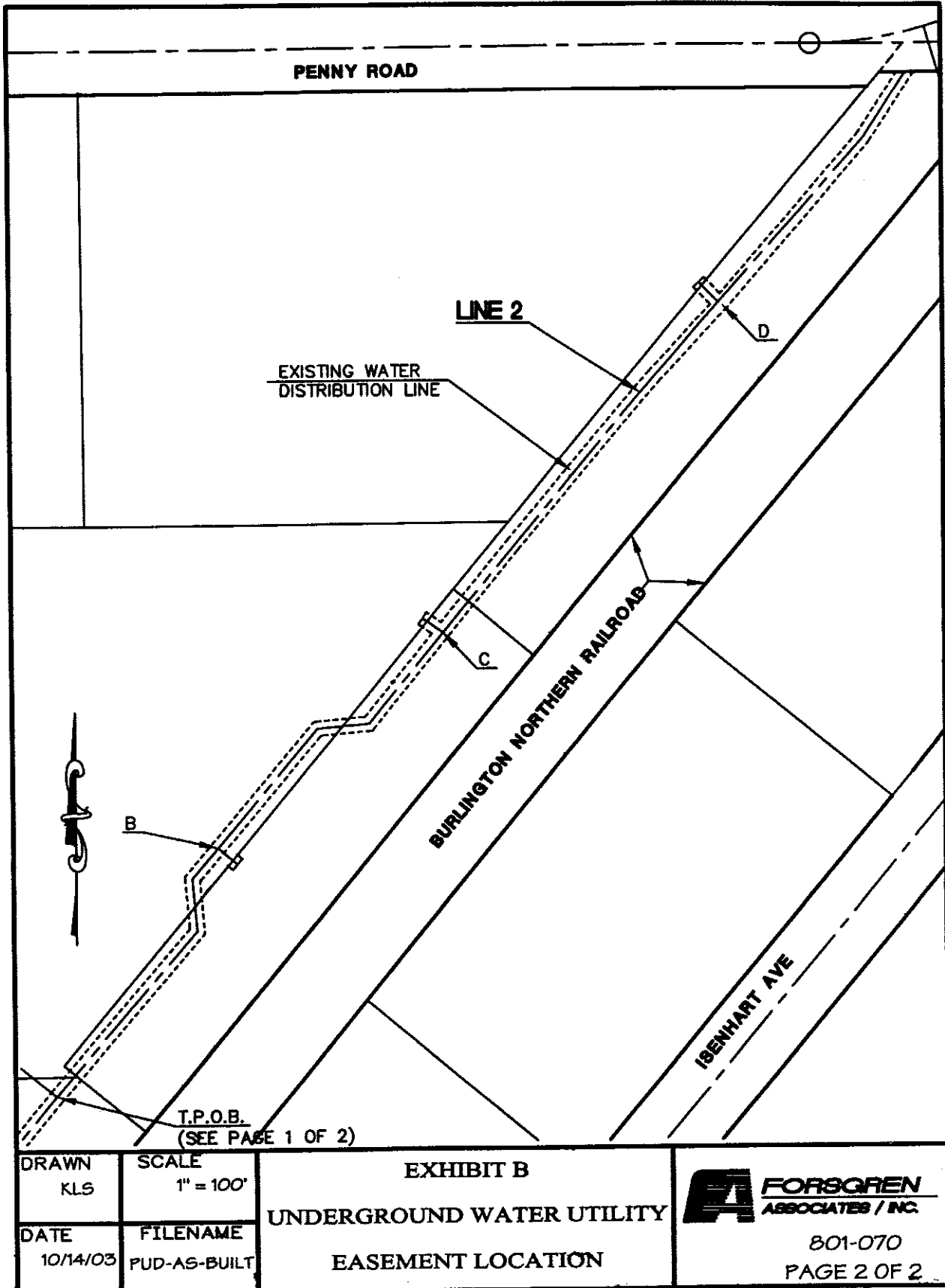


DATE
9/5/03

FILENAME
PUD-AS-BUILT

EASEMENT LOCATION

801-070
PAGE 1 OF 2



DRAWN KLS	SCALE 1" = 100'
DATE 10/14/03	FILENAME PUD-AS-BUILT