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Skagit County Auditor

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

ACCESS AGREEMENT

THIS AGREEMENT is entered into this 21 day of June, 2006, between **PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON**, a Municipal Corporation, hereinafter referred to as "District" and **MARVIN D. PORTIS AND JEANETTE M. PORTIS**, husband and wife, (hereinafter referred to as "Owners"), owners of real property **P20486**, over which the District is the recipient of a 60-foot access road easement, shown as Parcel "B" in Record of Survey filed under Auditor's File No. 199912020055.

1. Purpose of Agreement

The District is proposing to install a 12-inch waterline along Hoxie Lane in the East Half of the Southeast Quarter of Section 18, Township 34 North, Range 2 East, W.M.

The District wishes to use the subject access road as a secondary ingress and egress route for local traffic on Hoxie Lane during construction of said waterline. These rights are not expressly granted in the existing easement for ingress, egress, and utilities.

2. Rights Granted to District

Owners hereby agree to grant the District temporary use of the access road for the purpose of routing local traffic to and from Hoxie Lane during construction of the Hoxie Lane waterline, including the right to do all things necessary to allow safe vehicle access to and from Hoxie Lane. This may include, but is not limited to construction of a temporary vehicle bridge between Hoxie Lane and the subject property at a point south of the Fidalgo Heights reservoir site, making improvements to the access road as needed including grading within the roadway and importing gravel, and leaving gates to the access road open during daylight hours while construction is occurring on Hoxie Lane.

3. Time Frame

Local traffic may be routed onto the access road whenever access to and from properties along Hoxie Lane is blocked due to construction of the waterline. These hours will be limited to the period from 7:00 am until 5:00 pm, Monday through Friday, while construction is underway.

Construction of the waterline is expected to require three to four weeks to complete. This agreement will go into effect upon signature and will terminate upon completion of construction.

4. Restoration

The District shall remove all excess fill material used to construct the vehicle bridge between Hoxie Lane and the access road, return the area to original grades and restore said premises to their original condition as near as reasonably can be done, as soon as conditions will allow. The District shall leave the entire access road in a graded and graveled condition from the entrance gate off of Sunrise Estates Drive to the Fidalgo Heights Reservoir following construction. Restoration of the road will consist of back-blading with a tractor to smooth the surface before applying 1¼" gravel to the surface. Alternative gravel may be used depending on availability and with prior approval from the Owner.

5. Owner's Liability Defined

Owner's shall not be liable for damage to any vehicle or for any injuries to persons using the road under the rights granted in this agreement. The activities allowed under this agreement shall be covered under the District's public liability insurance policy.

In Witness Whereof, the Grantors hereunto set their hand and seal this ²¹20th day of June, 2006.

Marvin D. Portis
MARVIN D. PORTIS

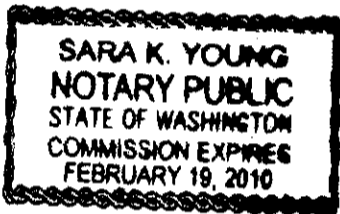
Jeanette M. Portis
JEANETTE M. PORTIS

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **MARVIN D. PORTIS** is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Date: 6/21/06

Sara K. Young
Notary Public in and for the State of Washington
My appointment expires: February 19, 2010



STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that **JEANETTE M. PORTIS** is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Date: 6/21/06

Sara K. Young
Notary Public in and for the State of Washington
My appointment expires: February 19, 2010

