



200610170093

Skagit County Auditor

WHEN RECORDED RETURN TO:

10/17/2006 Page 1 of 10 11:56AM

LAND TITLE OF SKAGIT COUNTY

122953 Se

**DOCUMENT TITLE(S):**

Water Line Easement

**REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:**

**GRANTORS:**

CLEAR VALLEY ENVIRONMENTAL FARM, LLC, a Washington Limited Liability Company;  
and CLEAR VALLEY ENVIRONMENTAL FARM II, INC., a Washington Corporation, in  
indeterminate undivided interests

**GRANTEE:**

KEL PROPERTIES, LLC, a Washington Limited Liability Company

**ABBREVIATED LEGAL DESCRIPTION:**

Ptn SW ¼ NE ¼, 15-34-4 E W.M., records of Skagit County, Washington.

**TAX PARCEL NUMBER(S):**

340415-0-012-0005, P24784

AFTER RECORDING MAIL TO:  
Loren and Arlene Korthuis  
14000 McLaughlin Extension Road  
Mount Vernon, WA 98273

---

WATER LINE EASEMENT

---

**CLEAR VALLEY ENVIRONMENTAL FARM, LLC**, a Washington limited liability company, as a **"Tenant in Common"** and **CLEAR VALLEY ENVIRONMENTAL FARM II, INC.**, a Washington corporation as a **"Tenant in Common,"** herein referred to as Grantors, for due consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to, and for which no lien expressed or implied is retained, have this day granted, sold, and conveyed, and by these presents hereby grant, sell and convey, to **KEL PROPERTIES, LLC**, a Washington Limited Liability Company, herein referred to as the Grantee(s), whose address is 14000 McLaughlin Exit Road, Mount Vernon, Washington and to their successors and assigns, a nonexclusive water line easement for the construction, operation, maintenance, replacement, upgrade and repair of water lines in, on and across the land described on EXHIBIT A hereto and represented in the drawing appearing on EXHIBIT B hereto (herein referred to as the "Easement Tract") for the benefit of the property legally described on EXHIBIT C, to have and to hold the same perpetually to the Grantees and their successors and assigns, together with the right and privilege at any and all times to enter said premises, or any part thereof, for the purpose of construction, operation, maintenance, replacement, upgrade and repair of water lines and making connections therewith; provided, however, that Grantors reserve the right to enter upon and use the Easement Tract for its own water lines or for other purposes, including but not limited to a wetland mitigation bank, but in no event shall Grantors (i) use the Easement Tract in a way that interferes in any material way or is inconsistent with the rights granted hereunder, or (ii) erect or permit to be erected a building on any portion of the Easement Tract.

Grantee shall be obligated to immediately restore the surface of the Easement at Grantee's sole cost and expense, including the restoration of any surface improvements located on or adjacent to the Easement Tract that may have been removed, relocated, altered, damaged or destroyed as a result of Grantee's use of the Easement granted



200610170093  
Skagit County Auditor

10/17/2006 Page

2 of 10 11:56AM

hereunder. THIS EASEMENT SHALL BE A COVENANT RUNNING WITH THE LAND.

This Agreement may be executed in two or more counterparts and all counterparts so executed shall for all purposes constitute one agreement, binding upon all the parties hereto, notwithstanding that all parties shall not have executed the same counterpart.

IN WITNESS HEREOF, the Grantors have executed this Easement on September 22, 2006.

**CLEAR VALLEY ENVIRONMENTAL FARM, LLC**, a Washington limited liability company, as a Tenant in Common

By: Sustainable Environments, LLC, a Washington limited liability company, Its Managing Member

By: Jerome Ryan  
Jerome Ryan, its Member

By: \_\_\_\_\_  
Kevin Noon, its Member

By: James B Hodge  
James Blythe Hodge, its Member

**CLEAR VALLEY ENVIRONMENTAL FARM II, INC.**, a Washington corporation, as a Tenant in Common

By: Jerome Ryan  
Jerome Ryan its President



200610170093  
Skagit County Auditor

hereunder. THIS EASEMENT SHALL BE A COVENANT RUNNING WITH THE LAND.

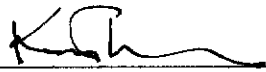
This Agreement may be executed in two or more counterparts and all counterparts so executed shall for all purposes constitute one agreement, binding upon all the parties hereto, notwithstanding that all parties shall not have executed the same counterpart.

IN WITNESS HEREOF, the Grantors have executed this Easement on September 22, 2006.

**CLEAR VALLEY ENVIRONMENTAL FARM, LLC**, a Washington limited liability company, as a Tenant in Common

By: Sustainable Environments, LLC, a Washington limited liability company, Its Managing Member

By: \_\_\_\_\_  
Jerome Ryan, its Member

By:  \_\_\_\_\_  
Kevin Noon, its Member

By: \_\_\_\_\_  
James Blythe Hodge, its Member

**CLEAR VALLEY ENVIRONMENTAL FARM II, INC.**, a Washington corporation, as a Tenant in Common

By: \_\_\_\_\_  
Jerome Ryan its President

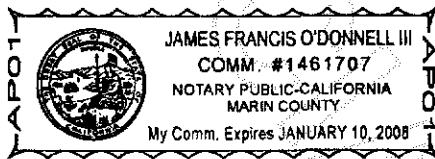


200610170093  
Skagit County Auditor

STATE OF California )  
 ) ss.  
COUNTY OF Marin )

On this day personally appeared before me JEROME RYAN, to me known to be a Member/Manager of CLEAR VALLEY ENVIRONMENTAL FARM, LLC, a Washington Limited Liability Company, and acknowledged the said instrument to be the free and voluntary act and deed of said Member/Manager for the uses and purposes therein mentioned, and on oath stated that JEROME RYAN was authorized to execute said instrument on behalf of said Limited Liability Company.

GIVEN under my hand and official seal this 22<sup>nd</sup> day of September, 2006.



James Francis O'Donnell III  
(Notary's printed name)  
[Signature]  
NOTARY PUBLIC in and for the  
State of California  
Residing at Tiburon, CA

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this day personally appeared before me KEVIN NOON, to me known to be a Member/Manager of CLEAR VALLEY ENVIRONMENTAL FARM, LLC, a Washington Limited Liability Company, and acknowledged the said instrument to be the free and voluntary act and deed of said Member/Manager for the uses and purposes therein mentioned, and on oath stated that KEVIN NOON was authorized to execute said instrument on behalf of said Limited Liability Company.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
(Notary's printed name)  
\_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of \_\_\_\_\_  
Residing at \_\_\_\_\_

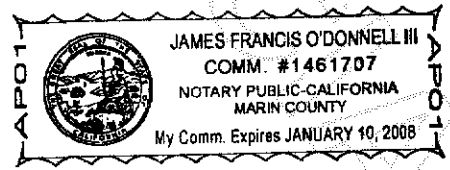


200610170093  
Skagit County Auditor

STATE OF California )  
COUNTY OF Marin ) ss.

On this day personally appeared before me JAMES BLYTHE HODGE, to me known to be a Member/Manager of CLEAR VALLEY ENVIRONMENTAL FARM, LLC, a Washington Limited Liability Company, and acknowledged the said instrument to be the free and voluntary act and deed of said Member/Manager for the uses and purposes therein mentioned, and on oath stated that JAMES BLYTHE HODGE was authorized to execute said instrument on behalf of said Limited Liability Company.

GIVEN under my hand and official seal this 22<sup>nd</sup> day of September, 2006.

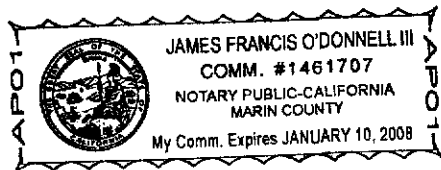


James Franco O'Donnell III  
(Notary's printed name)  
[Signature]  
NOTARY PUBLIC in and for the  
State of California  
Residing at Tiburon, CA

STATE OF California )  
COUNTY OF Marin ) ss.

On this day personally appeared before me JEROME RYAN, to me known to be an officer of CLEAR VALLEY ENVIRONMENTAL FARM II, INC., a Washington Corporation, and acknowledged the said instrument to be the free and voluntary act and deed of said officer for the uses and purposes therein mentioned, and on oath stated that JEROME RYAN was authorized to execute said instrument on behalf of said Corporation.

GIVEN under my hand and official seal this 22<sup>nd</sup> day of September, 2006.



James Franco O'Donnell III  
(Notary's printed name)  
[Signature]  
NOTARY PUBLIC in and for the  
State of California  
Residing at Tiburon, CA  
My Commission expires: 1-10-08



200610170093  
Skagit County Auditor

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this day personally appeared before me JEROME RYAN, to me known to be a Member/Manager of CLEAR VALLEY ENVIRONMENTAL FARM, LLC, a Washington Limited Liability Company, and acknowledged the said instrument to be the free and voluntary act and deed of said Member/Manager for the uses and purposes therein mentioned, and on oath stated that JEROME RYAN was authorized to execute said instrument on behalf of said Limited Liability Company.

GIVEN under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
(Notary's printed name)

\_\_\_\_\_  
NOTARY PUBLIC in and for the  
State of \_\_\_\_\_  
Residing at \_\_\_\_\_

STATE OF Colorado )  
 ) ss.  
COUNTY OF Denver )

On this day personally appeared before me KEVIN NOON, to me known to be a Member/Manager of CLEAR VALLEY ENVIRONMENTAL FARM, LLC, a Washington Limited Liability Company, and acknowledged the said instrument to be the free and voluntary act and deed of said Member/Manager for the uses and purposes therein mentioned, and on oath stated that KEVIN NOON was authorized to execute said instrument on behalf of said Limited Liability Company.

GIVEN under my hand and official seal this 22 day of September, 2006.

JEFFREY W SULLIVAN  
(Notary's printed name)

Jeffrey W Sullivan  
NOTARY PUBLIC in and for the  
State of Colorado  
Residing at 5393 W Dartmouth Ave  
Denver CO 80227

My commission expires 02 24 07



200610170093

Skagit County Auditor

Exhibit A

WATER LINE EASEMENT

9/12/06

EASEMENT DESCRIPTION

WATER LINE EASEMENT LEGAL DESCRIPTION:

20' WIDE EASEMENT 10 FEET RIGHT AND 10 FEET LEFT OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE CENTER OF SECTION OF SECTION 15, TOWNSHIP 34 NORTH, RANGE 4 EAST W.M., SKAGIT COUNTY, WASHINGTON, THENCE NORTH 88° 41' 12" WEST 1141.58 FEET; THENCE NORTH 1° 18' 48" EAST 30.00 FEET TO THE NORTH RIGHT OF WAY LINE OF COLLEGE WAY AND TO THE POINT OF BEGINNING:

THENCE NORTH 15° 40' 04" EAST 117.77 FEET;

THENCE NORTH 23° 01' 53" EAST 532.07 FEET;

THENCE SOUTH 89° 00' 30" EAST 554.47 FEET;

THENCE NORTH 01° 26' 51" EAST 666.63 FEET;

THENCE SOUTH 89° 00' 30" EAST 360.03 FEET;

THENCE SOUTH 88° 18' 01" EAST 33.00' FEET

TO THE TERMINATE OF SAID LINE. THE SIDE LINES OF SAID 20 FEET WATER LINE EASEMENT TO BE EXTENDED OR SHORTENED TO MEET ANGLE POINTS.

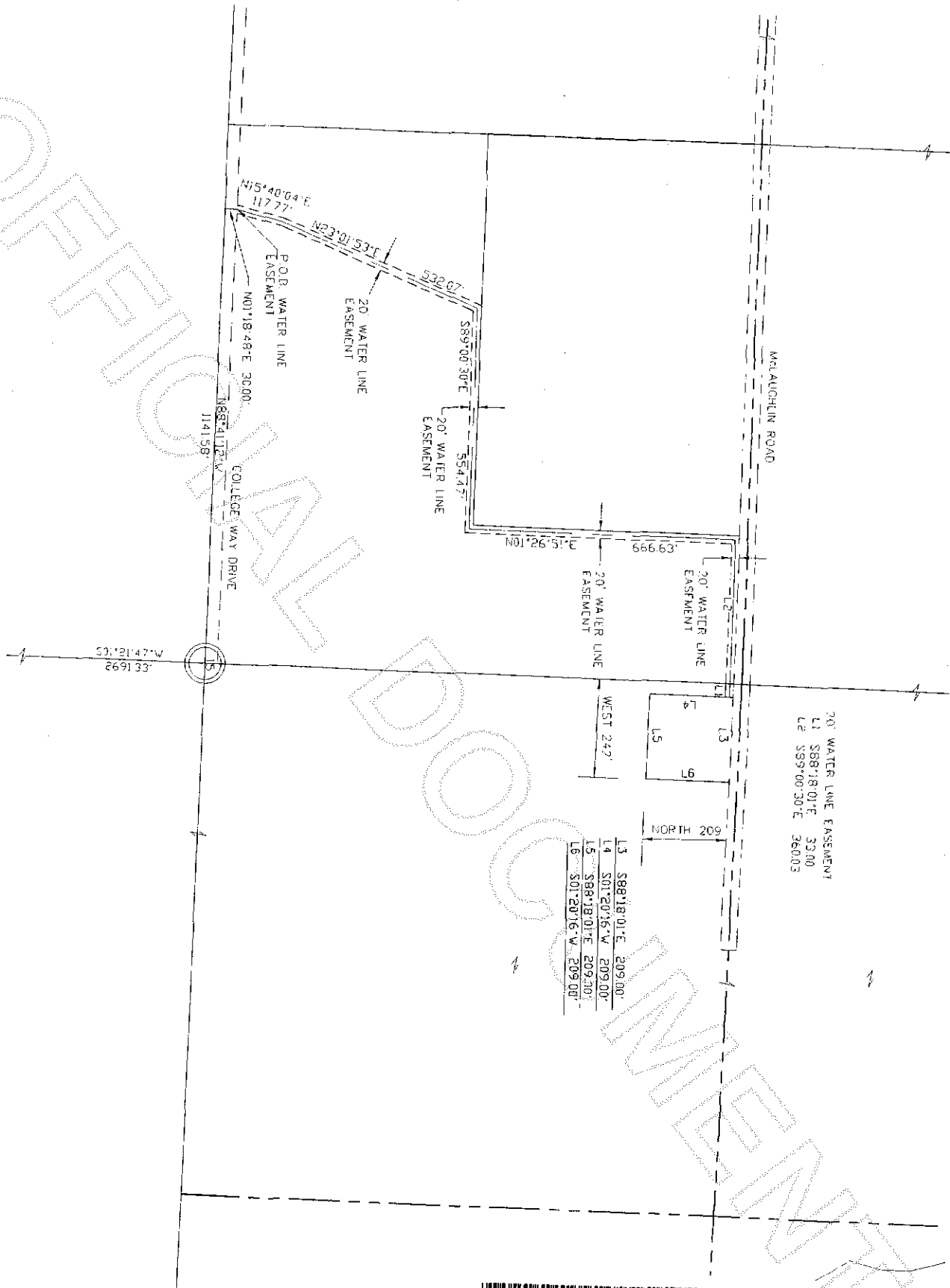


200610170093

Skagit County Auditor



Exhibit B



UNOFFICIAL DRAFT



200610170093

Skagit County Auditor

EXHIBIT C

LEGAL DESCRIPTION OF BENEFITED PROPERTY

The East 209 feet of the West 242 feet of the North 209 feet of the Southwest 1/4 of the Northeast 1/4 of Section 15, Township 34 North, Range 4 East W.M., EXCEPT the 50 foot wide right of way conveyed to the Puget Sound and Cascade Railway Company by deed recorded under Auditor's File No. 110943, in Volume 101 of Deeds, page 586, records of Skagit County, Washington; AND ALSO EXCEPT the North 30 feet thereof conveyed to Skagit County for road purposes by deed recorded under Auditor's File No. 77104, in Volume 65 of Deeds, page 189, records of Skagit County, Washington; AND ALSO EXCEPT that portion thereof lying within the as built and existing County Road running along the North line thereof commonly known as McLaughlin Road.

Situate in the County of Skagit, State of Washington.



200610170093  
Skagit County Auditor