

RETURN ADDRESS

GTE NORTHWEST INCORPORATED
Attn: Spec. - Easement - Right of Way
P.O. Box 1003 (WA0103NP)
Everett, WA 98206



199911160011

Kathy Hill, Skagit County Auditor
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EASEMENT ARIAL ONLY

(Rev. 1/98)

THIS AGREEMENT, made and entered into, and effective as of the 23 day of September, 1999, by and between Lawrence W. Pirkle as his separate estate, and Richard A. Bertelsen and Janis J. Bertelsen, husband and wife, 120 S. 15th St. # A, Mt. Vernon, WA 98274 hereinafter referred to as Grantor; and GTE NORTHWEST INCORPORATED, a Washington Corporation, whose business address is 1800 41st, Everett, Washington 98201, hereinafter referred to as "Grantee", WITNESSETH:

WHEREAS, GRANTOR is the owner of certain lands and premises situated in the County of Skagit, State of Washington, described as follows, to-wit:

Lots 5, 6, and the Westerly Half of Lots 7, and 8, Block 9, SUPPLEMENTAL PLAT OF GATES 1 ST. and 2 ND. ADDITIONS TO MOUNT VERNON, according to the plat thereof recorded in Volume 2 of Plats, page 95, records of Skagit County, Washington. EXCEPT the Easterly 6 feet of Lots 1, 2, 3, and 4 and the Westerly 6 feet of Lots 5, 6, 7, and 8 for alley.

SKAGIT COUNTY TAX PARCEL I.D. NO. 37000090060002.

AND WHEREAS, the Grantee is desirous of acquiring certain rights and privileges over, under, above and across the said lands and premises.

NOW, THEREFORE, Grantor, for and in consideration of the sum of \$1.00 and other valuable consideration, receipt of which is hereby acknowledged, hereby conveys and grants to Grantee, its agents, contractors, successors and assigns, the perpetual right, privilege, and authority to install, inspect, and maintain all of the facilities necessary to provide communication service, power service and related services over the following described lands and premises situated in the County of Skagit, State of Washington, to-wit:

An arial easement from a corner of the GTE Office / Service Building to an existing pole across a parking lot located upon the above mentioned tract or tracts. This easement shall be arial only, and shall not in anyway block, or disrupt traffic across the lot.

Together with the right of ingress to and egress from said lands across adjacent lands of the Grantor, for the purpose of installing, inspecting or maintaining said facilities, and the right at any time to remove said facilities from said lands.

Also the right at all times to trim or remove any brush, trees, shrubs, structures or objects that may interfere with the construction, maintenance and operation of services. Grantor and the heirs, successors, or assigns of Grantor hereby covenant and agree not to construct or permit to be constructed any structures of any kind on the easement area without the prior written approval of the Grantee, such approval will not be unreasonably withheld.

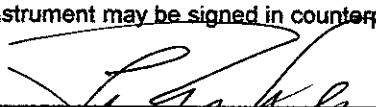
The rights, title, privileges and authority hereby granted shall continue to be in force until such time as the Grantee, its successors or assigns, shall permanently remove said facilities from said lands, or shall otherwise permanently abandon said facilities, at which time all such rights, title, privileges and authority hereby granted shall terminate.

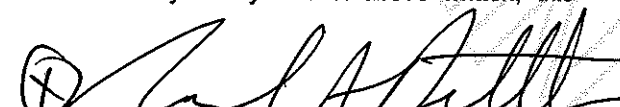
Grantee shall defend, indemnify and hold Grantor and its employees, agents, and contractors harmless from any and all claims, liens, costs or liabilities, including attorney's fees, for damage to property or injury of persons, and to any work done or to be done resulting from Grantee's use of the above described Easement, except for that which is attributable to the negligence or willful misconduct of Grantor, its employees, agents, or contractors.

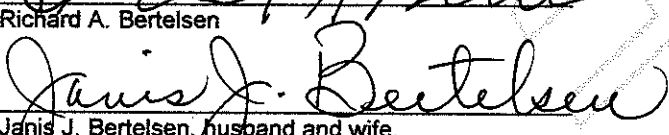
The Grantor warrants that the Grantor has good title to the above property and warrants the Grantee title to, and quiet possession of, the easement conveyed hereto.

Any lien on said land held by the Lender is hereby subordinated to the rights herein granted to the Grantee, but in all other respects the said lien shall remain unimpaired.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written, this instrument may be signed in counterparts.


Lawrence W. Pirkle, as his separate property


Richard A. Bertelsen


Janis J. Bertelsen, husband and wife.

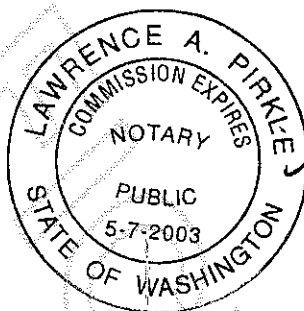
(ACKNOWLEDGMENT)

State of Washington)

County of Skagit)

On this 23 day of September, 1999, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Lawrence W. Pirkle, known to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

Witness my hand and official seal hereto affixed the day and year first above written.



Lawrence A. Pirkle
NOTARY PUBLIC in and for the state of : WASHINGTON

Printed Name of Notary

Residing at (City) Mt. Vernon

My commission expires 5-7-2003

32449
SKAGIT COUNTY WASHINGTON
Real Estate Excise Tax
PAID

NOV 15 1999

Amount Paid \$ 18.89
Skagit County Treasurer
By: DC Deputy

GTE Project Name

Mt. Vernon Easement

Exchange

W.O. Number



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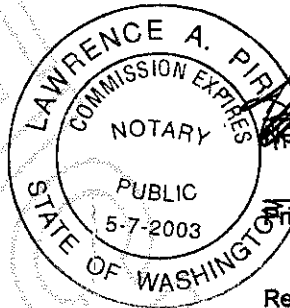
(ACKNOWLEDGMENT)

State of Washington)

County of Skagit)

On this 23 day of September, 1999, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Richard A. Bertelsen, known to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

Witness my hand and official seal hereto affixed the day and year first above written.



Lawrence A. Pickett
Notary Public in and for the state of : WASHINGTON

Lawrence A. Pickett
Printed Name of Notary

Residing at (City) Mt. Vernon

My commission expires 5-7-2003

GTE Project Name Mt. Vernon Easement

Exchange _____

W.O. Number _____



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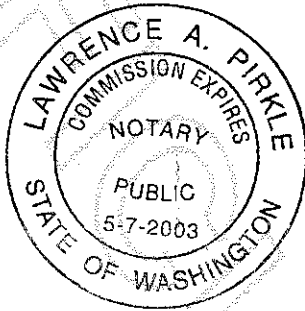
(ACKNOWLEDGMENT)

State of Washington)

County of Skagit)

On this 23rd day of September, 1999, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Janis J. Bertelsen, known to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

Witness my hand and official seal hereto affixed the day and year first above written.



Lawrence A. Pirkle
NOTARY PUBLIC in and for the state of : WASHINGTON

Lawrence A. Pirkle
Printed Name of Notary

Residing at (City) Mt. Vernon

My commission expires 5-7-2003

GTE Project Name Mt. Vernon Easement

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