

RETURN ADDRESS

VERIZON NORTHWEST INC.

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



200010190015  
Skagit County Auditor

10/19/2000 Page 1 of 3 10:27:21AM



S30 T34N R05E

THIS AGREEMENT, made and entered into, and effective as of the 29<sup>th</sup> day of September, 2000, by and between Paul W. Rutter whose address is PO Box 1325 Mount Vernon WA 98273 hereinafter referred to as Grantor; and VERIZON NORTHWEST INC., 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:

That portion of the South 1/2 of Government Lot 3, Section 30, Township 34N, Range 5 East, W.M., and is described as follows:

Beginning at the Northwest corner of said South 1 / 2 of Government Lot 3, Thence North 89° 53' 45" East along the North line thereof, a distance of 520.00 feet to the true point of beginning; Thence South 0° 00' 00" West, a distance of 614.99 feet; Thence North 89° 53' 45" East, parallel with the North line of said South 1 / 2 of Government Lot 3; a distance of 783.00 feet, more or less, to the East line of said Government Lot 3; Thence North 1° 34' 34" East, along said East line, a distance of 615.00 feet, more or less, to the Northeast corner of said South 1 / 2, Thence South 89° 53' 45" West, along said line, a distance of 799.76 feet, more or less, to the true point of beginning.

TAX PARCEL I.D. NO. P114179

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 across, over, under and upon the following described lands and premises situated in the County of Skagit, State of Washington, to-wit:

A portion of the above described tract, being more particularly described in the attached Exhibit "A", by reference made a part hereof.

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.

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.

GRANTOR:

Paul W. Rutter  
Paul W. Rutter

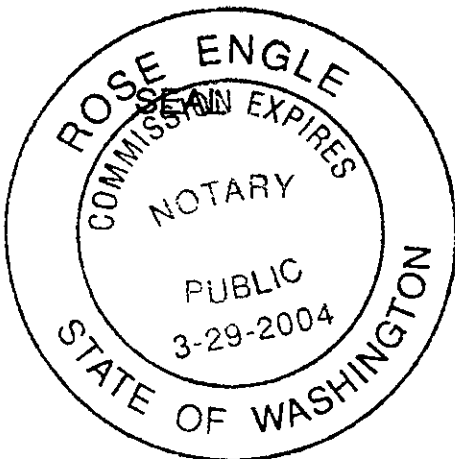
(ACKNOWLEDGMENT)

State of Washington

County of Skagit

On this 29<sup>th</sup> day of September, 2000, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Paul Rutter, 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.



Rose Engle  
Signature of Notary

NOTARY PUBLIC in and for the state of: Washington

Residing within the City limits of: Burlington

My commission expires 3/29/04

SKAGIT COUNTY WASHINGTON  
Real Estate Excise Tax

OCT 19 2000

Amount Paid \$ 0  
By Skagit Co. Treasurer Deputy

Verizon Project Name \_\_\_\_\_

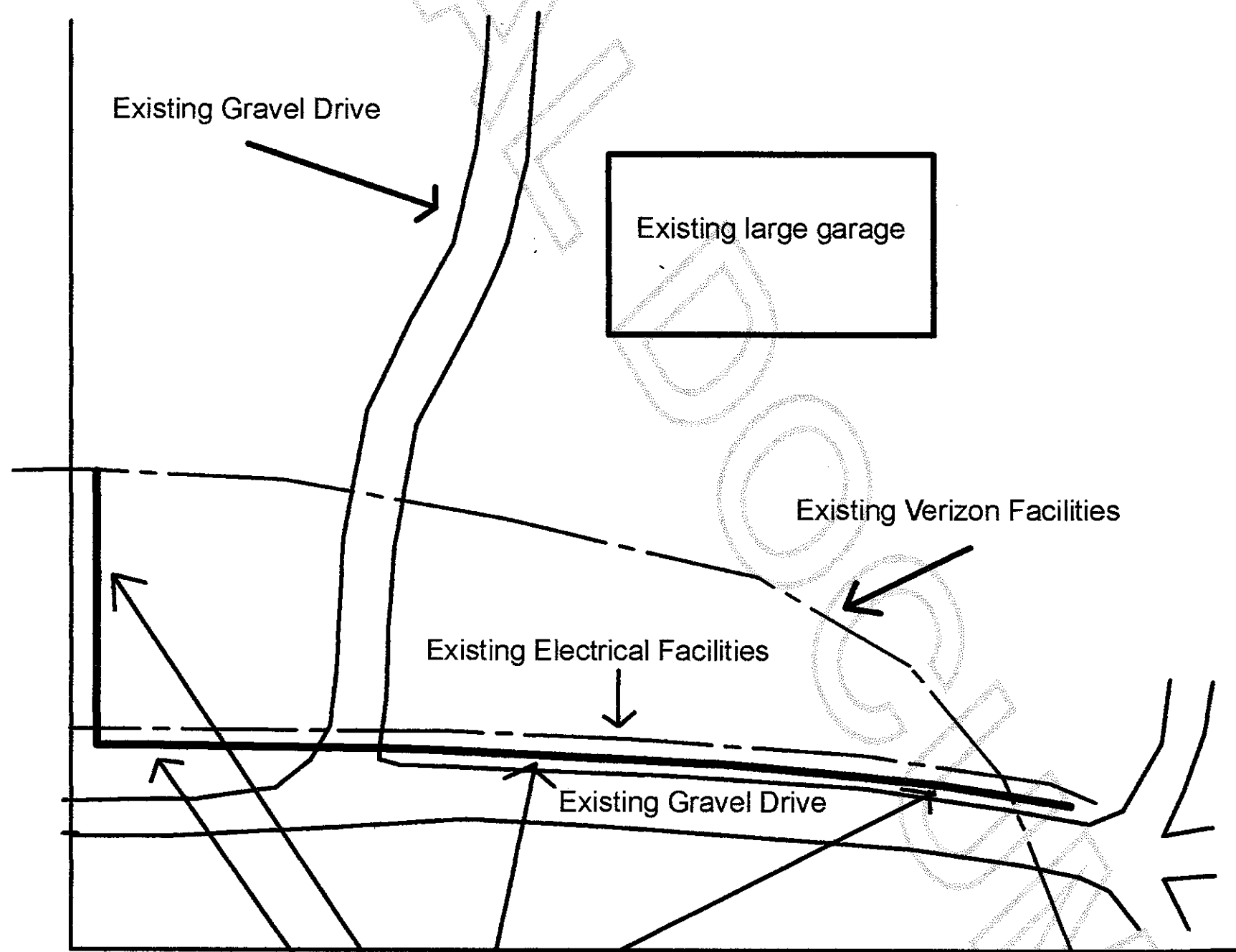
Exchange \_\_\_\_\_

W.O. Number \_\_\_\_\_



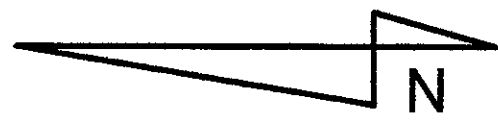
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EXHIBIT "A"



Darkened line represents approximate centerline of new Verizon easement

NOT TO SCALE



Verizon Template			
<b>The Burkhart Group</b>			
Buried Cable, Mt. Vernon			
Portion of the S2 Sec. 30 Twn. 34N, Rng. 05E			
Drawn RBY	Date 9-20-00	Approved	Drawing

