

FILED FOR RECORD AT REQUEST OF
AND WHEN RECORDED RETURN TO:

Verizon Wireless

Attn: Real Estate Department – M/S 223

3350 161st Avenue SE

Bellevue, Washington 98008



200204010006

Skagit County Auditor

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ORIGINAL

EASEMENT AND RIGHT OF WAY AGREEMENT

Grantors: Glenn K. Nickel and Karen R. Nickel

Grantee: Seattle SMSA Limited Partnership

Legal Description: Ptn. of NW1/4 S18, T35N, R8E, WM.

Assessor's Tax Parcel ID#: P44031

Reference (if applicable): N/A

Project Name: WA1 Concrete

EASEMENT AND RIGHT OF WAY AGREEMENT

This Easement and Right of Way Agreement (the "Agreement") is entered into on this 28 day of JANUARY, 2002, by and between Glenn K. Nickel and Karen R Nickel ("Grantor") and Seattle SMSA Limited Partnership d/b/a Verizon Wireless ("Grantee").

RECITALS

A. Grantor is the Owner of certain real property (the "Servient Property") located in Skagit County, State of Washington, more particularly described in Exhibit A attached hereto and made a part hereof.

B. Grantee is the owner of a leasehold interest in that certain parcel of real property located in Skagit County, State of Washington (the "Benefited Property") on which it operates a communications facility (the "Communications Facility"), more particularly described in Exhibit B attached hereto and made a part hereof.

C. Grantee and David A. Welts entered into an Access and Utilities Easement dated June 16, 1995 and recorded in the official records of Pierce County on July 24, 1995 under Recorded Instrument No. 9507240002. Grantor has succeeded to the interests of Mr. Welts under the Access and Utilities Easement.

D. The parties desire to enter into a new agreement which shall extinguish, supercede and replace the rights Granted to Grantee pursuant to the June 16, 1995 Access and Utilities Easement. This Agreement shall be effective upon final execution by both parties and shall authorize Grantee to continue to use the easement and right-of-way and specify the terms and conditions under which said use may be made. The parties acknowledge that American Tower Corporation ("American Tower") may use the easement as Grantee's agent and is not an additional party to this Agreement. Should American Tower collocate space at Grantee's Communications Facility to any additional party, that party shall be required to negotiate directly with Grantor for separate access.

In consideration of the covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1

F:\DOCS\52051\Agreements\WA1 Concrete Easement Agreement.doc
Bellevue/12/19/01

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 29 2002

Amount Paid \$
Skagit Co. Treasurer
By *[Signature]* Deputy



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AGREEMENT

Section 1. Recitations. The foregoing recitation are true and correct and are hereby incorporated herein by this reference.

Section 2. Authority Granted. Grantor hereby grants to the Grantee, its heirs, successors, legal representatives and assigns, subject to the terms and conditions hereinafter set forth, a non-exclusive, twenty-foot (20') easement and right-of-way which is appurtenant to and running with the Benefited Property, over, across, under and through that certain area located on the Servient Property (the "Easement") for the purpose of; i) providing Grantee a means of vehicular and pedestrian ingress and egress to the Benefited Property seven (7) days a week, twenty-four (24) hours a day and, ii) installing, maintaining and operating utilities, including but not limited to electrical power, telephone, fiber optic cable and natural gas to the Benefited Property, more particularly described on Exhibit C attached hereto and made a part hereof.

This grant of Easement shall extend for a period of time concurrent with Grantee's leasehold term in the Benefited Property and upon the expiration or termination of Grantee's interest in the Benefited Property, this Easement shall be deemed terminated and of no further force and effect.

Section 3. Non-Exclusive Grant. This Agreement shall not prevent or prohibit Grantor from using the Easement Area or the Servient Property and Grantor shall retain power to make all necessary changes, relocations, repairs, maintenance, establishment, improvement, dedication of same as Grantor may deem fit, including the dedication, establishment, maintenance, and improvement of all new easements every type and description, provided that Grantor's excise of its rights referred to herein shall not impede, restrain or interfere with Grantee's rights as granted herein.

Section 4. Use of Easement by American Tower Corporation. It is not the intent of Grantor to facilitate multiple users of the Easement. Notwithstanding the preceding sentence, the parties acknowledge that American Tower has entered into a sublease agreement with Grantee and American Tower has been appointed as Grantee's agent with respect to management of the Communications Facility. American Tower's use of the Easement on Grantee's behalf is neither as an addition user nor an expanded use of the Easement. Should any third party wireless provider ("Wireless Provider") desires to lease space on Grantee's Communications Facility, the Wireless Provider shall have no right under this Agreement to use the Easement and shall be required to negotiate directly with Grantor for access to the Communications Facility.

Section 5. Easement Maintenance. The parties acknowledge that Grantor shall be responsible for maintenance of the Easement until the expiration or termination of Grantee's



interest in the Benefited Property. Grantee shall pay to Grantor a one time, lump sum fee of Five Thousand Dollars (\$5,000.00) for costs associated with said maintenance of the Easement.

Section 6. Emergency Work. In the event of any emergency in which any of Grantee's facilities located in the Easement Area breaks or is damaged as to immediately endanger the property, life, health or safety of any individual, Grantee may take the proper emergency measures to repair its facilities, to cure or remedy the dangerous conditions for the protection of property, life, health or safety of individuals. Grantee shall notify the Grantor by telephone immediately upon learning of the emergency.

Section 7. Grantor's Reservation of Rights. Grantor hereby reserves its rights to use the Easement Area, except as specifically set forth herein, and to install gates and locks on the easement and right-of-way, so long as Grantee is provided with a key to any locks and the rights granted to Grantee herein are not otherwise impeded.

Section 8. Insurance. Grantee will carry, at its own cost and expense, the following insurance:

(a) Commercial general liability insurance with a minimum limit of liability of \$1,000,000 combined single limit for bodily injury or death or property damage arising out of any one occurrence and Workers Compensation Insurance as required by law.

(b) Grantee will list Grantor as an additional insured under its commercial general liability policy.

(c) Grantor and Grantee will make a reasonable effort to include in their property insurance policy or policies a waiver of subrogation provision whereby any such release does not adversely affect such policies or prejudice any right of the insured party to recover thereunder.

Grantee shall provide a certificate of insurance to Grantor as proof of said coverage which shall contain a provision for thirty (30) days notice of cancellation to Grantor. Grantee shall furnish a renewal certificate of insurance to Grantor or its representative annually through the duration of this Easement.

Section 9. Modification. Grantor and Grantee hereby reserve the right to alter, amend or modify the terms and conditions of this Agreement upon written agreement of both parties to such alteration, amendment or modification.



Section 10. Regulations. Grantee agrees to comply with all State, Federal and County rules, regulations and laws, concerning any activities on or concerning the Easement Area.

Section 11. Non-Severability. Each term and condition of this Agreement is an integral part of the consideration given by each party and as such, the terms and conditions of this Agreement are not severable. In the event any provision of the Agreement is found to be invalid or, unenforceable, such finding shall not effect the validity and enforceability of the remaining provisions of this Agreement.

Section 12. Assignment. This Agreement may not be assigned or transferred without the written approval of Grantor, provided, however, Grantee may assign this Agreement in whole or in part to any parent, subsidiary, or affiliated entity or as part of any business reorganization. Grantee shall provide prompt, written notice to Grantor of any such assignment.

Consent by Grantor to an assignment shall constitute a release by Grantor of the obligations of Grantee for acts and omissions subsequent to the date of assignment by Grantor and assumption of the obligations herein by the assignee.

Section 13. New Partner(s). It is not the intent of Grantor to facilitate multiple users of the Easement. Grantor understands that Grantee is comprised of two partners. In the event Grantee adds any additional partner that desires to use the Easement, such additional partner shall negotiate separate access directly from Grantor. For purposes of this section, the addition of a partner shall not include any change to an existing partner as a result of sale, merger, assignment, or name change.

Section 14. Notice. Any notice or information required or permitted to be given to the parties under this Agreement may be sent to the following addresses unless otherwise specified:

GRANTOR: Glenn K. Nickel
Karen R. Nickel
P.O. Box 775
Concrete, WA 98237

GRANTEE: Seattle SMSA Limited Partnership d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921

Section 15. Binding Effect. The covenants contained in this Agreement are not personal and shall run with the land and shall be binding upon and inure to the benefit of



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the parties hereto and their respective heirs, personal representatives, transferees, or successors in interest.

Section 16. Appurtenant Easement. The Benefited Property is adjacent and contiguous to the Servient Property and this easement is granted for the benefit of the Benefited Property and, therefore, is an easement appurtenant thereto.

Section 17. Extinguish and Replacement of Prior Easement. Upon final execution of the Agreement, the June 16, 1995 Access and Utilities Easement will be extinguished and all rights thereunder terminated and replaced by the rights granted to Grantee by this Agreement and as set forth herein.

Section 18. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties as to the subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution of this Agreement.

In witness whereof, the Parties hereto have set their hands and affixed their respective seals that day and year first above written.

GRANTOR

Karen R. Nickel
Karen R. Nickel

Date: 12-28-01

Glenn K. Nickel
Glenn K. Nickel

Date: 12-28-01

GRANTEE

Seattle SMSA Limited Partnership d/b/a Verizon Wireless
By: Cellco Partnership, its General Partner

By: Robert F. Swaine
Robert F. Swaine
Vice President - Network, West Area

Date: 1-28-02



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

SS.

On 1-29-02

Date

, before me, Carolyn J. Wilson

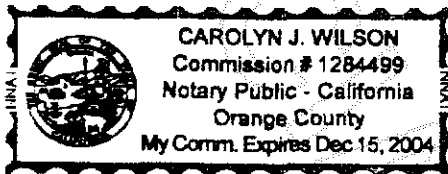
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Robert F. Swaine

Name(s) of Signer(s)

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Carolyn J. Wilson
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here



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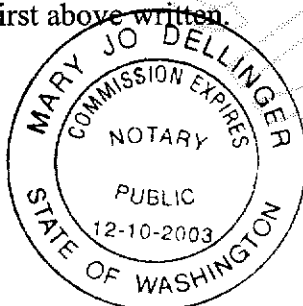
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8:42AM

STATE OF WASHINGTON)
)
) *Kagit*) ss.
COUNTY OF KING)

On this 28 day of December, 2001, before me, a Notary Public in and for the State of Washington, personally appeared Glenn K. Nickel, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be his free and voluntary act and deed for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

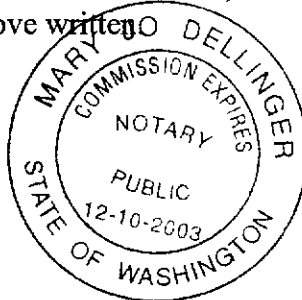


NOTARY PUBLIC in and for the State of
Washington, residing at Skagit County
My appointment expires 12-10-03
Print Name Mary Jo Dellinger

STATE OF WASHINGTON)
)
) *Skagit*) SS.
COUNTY OF KING)

On this 28 day of December, 2001, before me, a Notary Public in and for the State of Washington, personally appeared Karen R. Nickel, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument and acknowledged it to be her free and voluntary act and deed for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



NOTARY PUBLIC in and for the State of
Washington, residing at Sagit County
My appointment expires 12-10-03
Print Name Mary de Dellinger



EXHIBIT A

Servient Property

The northeast quarter of the northwest quarter of Section 18, Township 35 North, Range 8 East, W.M., lying south of the South Skagit Highway together with the southeast quarter of the northwest quarter of Section 18, Township 35 North, Range 8 East, W.M., situated in Skagit County, Washington.



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EXHIBIT B

Benefited Property

That portion of the Southeast Quarter of Section 17,
Township 35 North, Range 8 East, W.M. in Skagit County,
Washington described as follows:

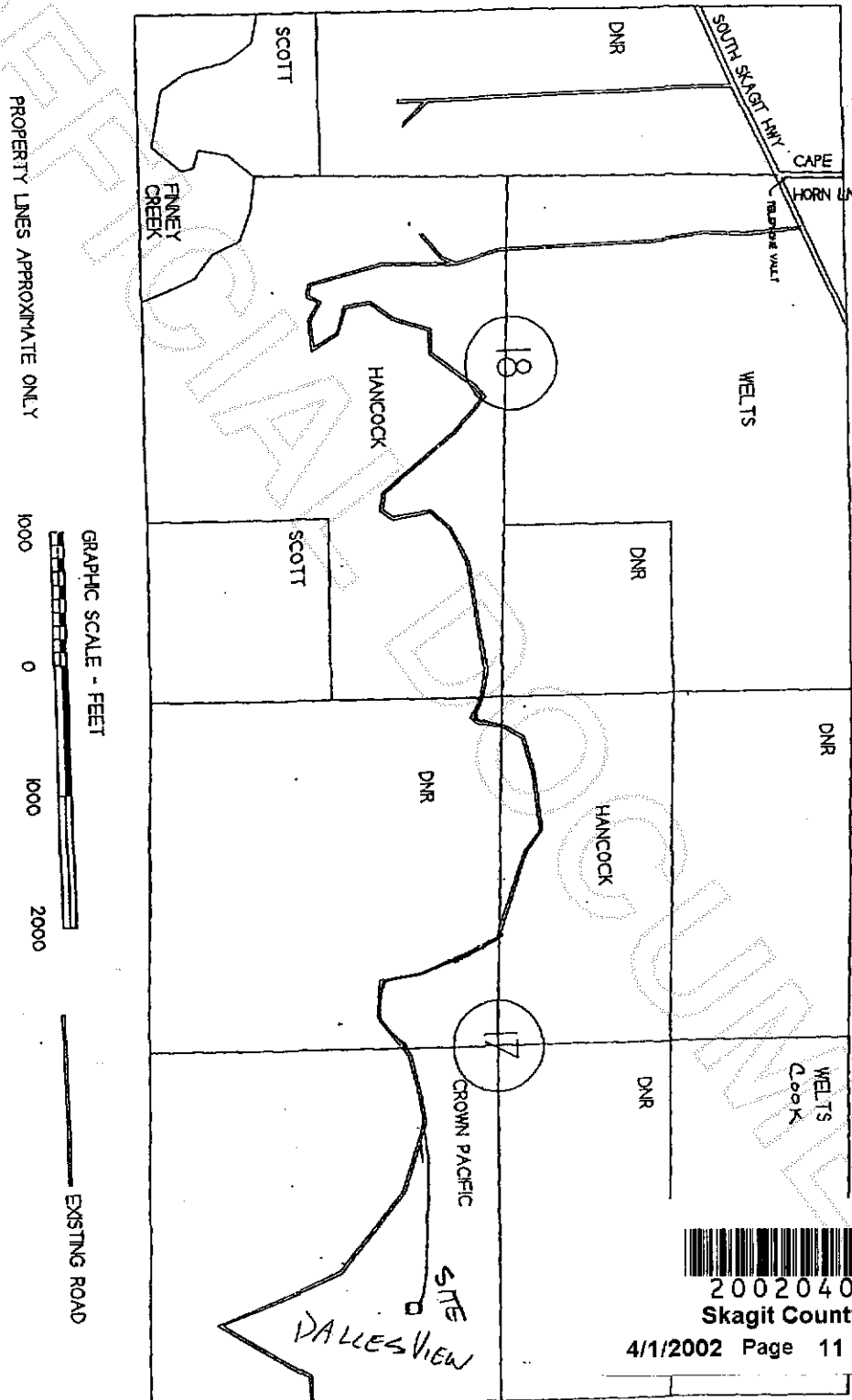
Commencing at the East Quarter Corner of said Section 17;
thence S 00°31'24" W along the East line of said Section 17 a
distance of 2594.81 feet to the Southeast Corner thereof;
thence N 23°01'22" W 1704.84 feet to the true point of
beginning; thence S 00°05'00" E 50.00 feet; thence S
89°55'00" W 60.00 feet; thence N 00°05'00" W 50.00 feet;
thence N 89°55'00" E 60.00 feet to the true point of
beginning.



EXHIBIT C

Easement

SECS 17 & 18 T35N R08E W.M.



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