

RETURN ADDRESS

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



200303140122  
Skagit County Auditor

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**EASEMENT**  
(Rev. 1/98)

S30 T35N R5E

THIS AGREEMENT, made and entered into, and effective as of the 7<sup>th</sup> day of February, 2002, by and between Howard E. Baxter and Aurelia Baxter, husband and wife whose address is 1006 Fidalgo Street, Sedro Woolley, WA 98284, 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 Northwest Quarter of Section 30, Township 35 North Range 5 East, W.M., described as follows:

Lot 12, "Fidalgo Orchard", according to the Plat recorded in Volume 9 of Plats, Page 90, records of Skagit County, Washington.

TAX PARCEL I.D. NO. 4158-000-012-0008

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:

**The West 5 feet of the above described property.**

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: Howard E. Baxter  
Howard E. Baxter

GRANTOR: Aurelia Baxter  
Aurelia Baxter

**INDIVIDUAL ACKNOWLEDGMENT**

State of Washington )  
County of Skagit )

I certify that I know or have satisfactory evidence that Howard E. Baxter and Aurelia Baxter signed this instrument and acknowledged it to be (his, her, their) free and voluntary act for the uses and purposes mentioned in the instrument.

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



Charles K. Coad

Signature of Notary Charles K. Coad

NOTARY PUBLIC in and for the state of: Washington

Residing within the County of: Snohomish

My commission expires 10/9/03

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

MAR 14 2003

Amount Paid  
By [Signature] Skagit Co. Treasurer  
Deputy

Verizon Project Name Fidalgo Street

Exchange Sedro Woolley Exchange

W.O. Number 2160-3P001BK



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