

RETURN ADDRESS

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



200306040015
Skagit County Auditor

6/4/2003 Page 1 of 2 8:39AM



EASEMENT
(Rev. 1/98)

S20 T34N R4E

THIS AGREEMENT, made and entered into, and effective as of the 14th day of May, 2003, by and between Cornerstone Chapel, Inc., a Washington Corporation now or formerly known as Family Bible Fellowship, a Washington Corporation whose address is 125 North LaVenture Road, 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 Northeast Quarter of Section 20, Township 34 North Range 4 East, W.M., described as follows:

Lots 2, 3 and 4, Bel Air Addition to Mount Vernon, as per Plat recorded in Volume 7 of Plats, Page 53, records of Skagit County, Washington; Except that portion conveyed to the City of Mount Vernon by Deeds for road purposes recorded under Auditor's File Nos. 9105070058 and 9105070060.

TAX PARCEL I.D. NOS. 3704-000-002-0001, 3704-000-003-0000 and 3704-000-004-0009

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 South 10 feet of the East 60 feet and the East 3 feet of the above described property. Said East 3 feet shall be for underground purposes only.

All shrubs along LaVenture Road shall be replanted along with like shrubs to be planted along Division Street. Grantee agrees to replace any new or replanted shrubs that may die within the first 24 month period after planting.

This easement is for communication service only, except that Grantee may obtain and maintain power service for the operation of Grantee's facilities.

Grantee shall have the right to install a "cross connect" facility that includes two cabinets located on or above the ground. No additional facilities may be placed on or above the easement area without the express written consent of the Grantor."

Grantee is wholly responsible for all permits, fees, etc. related to the installation of its facilities.

Grantee shall be responsible for any increased assessments or property taxes arising from the installation of its facilities.

Grantee shall hold Grantor harmless from and indemnify Grantor for all costs and expenses arising from or related to Grantees' installation, use and operation of its facilities.

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.

Cornerstone Chapel, Inc., a Washington Corporation
Family Bible Fellowship, a Washington Corporation

GRANTOR: *Steinar Kristoffersen*
Steinar Kristoffersen
Pastor/Director

GRANTOR: _____
21088
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

CORPORATE ACKNOWLEDGMENT

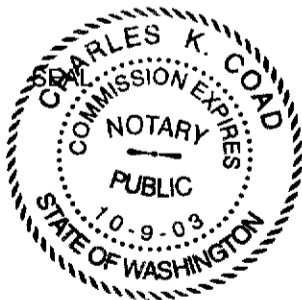
State of Washington)
County of Skagit)

JUN 08 2003

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

On this 14th day of May, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Steinar Kristoffersen of Family Bible Fellowship, a Washington Corporation now or formerly known as Cornerstone Chapel, Inc., a Washington Corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that (he, she, they) is authorized to execute the said instrument as the corporation's Pastor/Director.

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



[Signature]

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

Verizon Project Name Division and LaVenture
Exchange Mount Vernon Exchange
W.O. Number 9WM CW1 6620-7F001AS

