RETURN ADDRESS

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



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211:00AM



EASEMENT

(Rev. 1/98)

S30 T34N R4E

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

That portion of the Southeast Quarter of Section 30, Township 34 North, Range 4 East, W.M., described as follows:

Beginning 240 feet South of the intersection of Cleveland Avenue and the centerline of said Section 30, (said intersection being 868.2 feet South 88°34' West of the East quarter corner of said Section 30);

Thence South 0°08' West, 830.6 feet (This West line of tract being Cleveland Avenue produced);

Thence North 89°23' East, 226.1 feet;

Thence North 0°36' West, 883.7 feet;

Thence South 88°34' West, 215.5 feet to the Point of Beginning.

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX

63/3 DEC 15 2003

TAX PARCEL I.D. NO. 340430-0-011-0015

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Skagit Co. Treasurer
By Deputy

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 20 feet of the West 30 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 in | nstrument has been executed the day | and year first above w | ritten. |
|---------------------------------------|----------------------------------------------------------------------------------|---------------------------------------|----------------------------|
| GRANTOR: Roy R. Lee | $\supset \mathscr{Q}$ | | |
| | | | |
| INDIVIDUAL ACKNOWLEDGMENT | | | |
| State of <u>Washington</u> |) | | |
| County of Skagit | } | | |
| I certify that I know or have | ve satisfactory evidence that | Roy R. Lee | and |
| | signed this instrument and acknow | ledged it to be (his, he | r, their) free |
| Witness my hand and official seal her | Signature of Notary NOTARY PUBLIC in and for the Residing within the County of: | ne state of: Washin | gton |
| | | ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' | |

 Verizon Project Name
 Blackburn ESA – RC157

 Exchange
 Mount Vernon Exchange

 W.O. Number
 6620-157-3T001DM



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