

RETURN ADDRESS

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



200509010133
Skagit County Auditor

9/1/2005 Page 1 of 2 2:45PM

verizon

EASEMENT

(Rev. 8/00)

THIS AGREEMENT, made and entered into, and effective as of the 17 day of MAY, 2005, by and between CITY OF BURLINGTON, 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 CERTAIN UNNAMED DEDICATED ROAD ADJOINING THE WEST LINE OF TRACT 85 "PLAT OF BURLINGTON ACREAGE PROPERTY", AS PER PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 49, RECORDS OF SKAGIT COUNTY, WASHINGTON, ALL DESCRIBED IN SKAGIT COUNTY SUPERIOR COURT CLAUSE NO. 81-2-00071-4.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

SEP 01 2005

SKAGIT COUNTY TAX PARCEL I.D. NO. P62849

Amount Paid \$
By Skagit Co. Treasurer
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 WEST 10 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 approval of the Grantee.

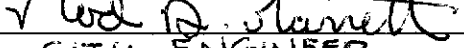
The rights, title, privileges and authority hereby granted shall continue to be in force until such time as the Grantee, its successors or assigns, shall permanently remove said facilities from said lands, or shall otherwise permanently abandon said facilities, at which time all such rights, title, privileges 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 
CITY ENGINEER

GRANTOR _____

(ACKNOWLEDGMENT)

State of Washington
County of Skagit

On this 17th day of May, 2005, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Rad D. Garrett, 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.



Margaret S. Fleet
NOTARY PUBLIC in and for
the state of Washington
residing at Lyman therein.

My commission expires 8/01/08

Verizon Project Name	CABLE ADDITION – PACIFIC PARTY CANOPIES
Exchange	BURLINGTON
W.O. Number	6626-3P0A0AA



200509010133
Skagit County Auditor