


WHEN RECORDED RETURN TO:
OLD REPUBLIC TITLE - ORPAK/Ann
320 SPRINGSIDE DRIVE, STE 320
AKRON, OHIO 44333


200703140031
Skagit County Auditor
3/14/2007 Page 1 of 10 10:25AM

DOCUMENT TITLE(S): *AMENDMENT OF* #20732572-R
EASEMENT AND RIGHT OF WAY AGREEMENT NICKEL

REFERENCE NUMBER(S) OF RELATED DOCUMENTS: Previous Easement Rights recording
info: 200204010006

GRANTORS): GLENN K. NICKEL AND KAREN R. NICKEL

LANDLORD(S) MAILING ADDRESS: P.O. BOX 775, CONCRETE, WA 98237

TENANT(S): AMERICAN TOWER DELAWARE CORPORATION

TENANTS(S) MAILING ADDRESS: 10 PRESIDENTIAL WAY, WOBURN, MA 01801

LEGAL DESCRIPTION (abbreviated form: i.e. lot, block, plat or section, township, range, quarter/quarter):
Servient Property: Northeast Quarter of the Northwest Quarter of Section 18, Township 35
North, Range 8 E, W.M.

Benefited Property: Portion of the Southeast Quarter of Section 17, Township 35 North,
Range 8 East W.M.

Additional legal descriptions are on pages 8 and 9 of document.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER: TAX ID NO. P44029

The Auditor/Recorder will rely on the information provided on this form. The responsibility for the accuracy of
the indexing information is that of the document preparer.

EASEMENT AND RIGHT OF WAY AGREEMENT

This Easement and Right of way Agreement (the "Agreement") is entered into on this 5th day of MARCH 2007, by and between **GLENN K. NICKEL** and **KAREN R. NICKEL** ("Grantor") and **AMERICAN TOWER DELAWARE CORPORATION** ("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 part hereof.
- B. Grantee has an interest in that certain parcel of real property located in Skagit County, State of Washington (the "Benefited Property") on which it operates a communication facility (the "communications facility"), more particularly described in Exhibit B attached hereto and made a part hereof.
- C. The parties desire to enter into a new easement agreement. This agreement shall be effective upon final execution by both parties and shall authorize Grantee to continue the use of easement and right of way and specify the terms and conditions under which said use may be made. **The parties acknowledge that Grantee already has easement rights further to the Easement Agreement dated Jan 28, 2002, recorded as document no. 200204010006, and this easement agreement is for the sole purposes of granting rights to two (2) additional Grantee's customers at the communications facility.** Should Grantee collocate space at Grantee's communication Facility to any additional party, that party shall be required to negotiate directly with Grantor for a 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:

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 14 2007

Amount Paid \$
By Skagit Co. Treasurer
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, T-mobile and one (1) additional Grantee's customer, 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, and under through that certain area located on the Servient Property (the "easement") for the purposes 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 Grantee's Customers. It is not the intent of Grantor to facilitate multiple users of the Easement. Notwithstanding the preceding sentence, the parties acknowledge that this easement agreement is for the sole purposes of granting rights to two (2) additional Grantee's customers, i.e. T-mobile and one (1) additional Grantee's customer, at the communications facility.

Grantee shall notify to the Grantor, in writing, at least 30 days in advance of one (1) additional customer for use of this easement. Should Grantee collocate space at Grantee's communication Facility to any additional party beyond T-mobile and one (1) additional customer, that party shall be required to negotiate directly with Grantor for a separate access.

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



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Grantor a one time lump sum fee of Five Thousand Dollars (\$5000) for costs associated with said maintenance of 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 property emergency measures to repair its facilities, to cure or remedy, the dangerous conditions for the protection if property, life, health, 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 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 hereunder.

Grantee shall provide a certificate of Insurance to Grantor as proof of said coverage which shall contain a provision of 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 the 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 alternation, 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 bound to be invalid, or unenforceable, such finding shall not affect 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, of 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 the Grantor to facilitate multiple users of the Easement. Grantor understands that Grantee is comprised of American Tower Delaware corporation, T-mobile and one (1) additional Grantee's customer. In the event Grantee adds any further partner/customers that desires to use the Easement, such additional partner/customer shall negotiate separate access directly from the Grantor. For purpose 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. 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 Nickel/ Karen Nickel
P O Box 775
Concrete, WA 98237

THIS DOCUMENT WAS PREPARED BY:

GRANTEE: American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management

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



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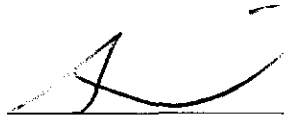
benefit of the parties hereto and their respective heirs, personal representatives, transferees, or successors in interest.

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.

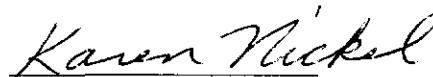
Section 17. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties as to be subject matter herein and no other agreements or understandings, written or otherwise, shall be binding upon the parties upon execution of the Agreement.

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

GRANTOR



Glen Nickel



Karen Nickel

Date: 3/5/07

Date: 3/5/07

GRANTEE



American Tower Delaware Corporation

By: Jason D. Hirsch

Title: Vice President, Land Management

Date:

3/5/07



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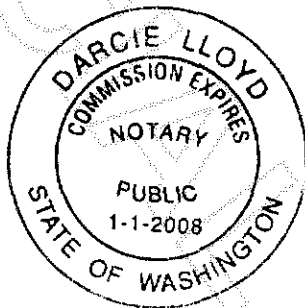
ACKNOWLEDGEMENT

GRANTOR

STATE OF WASHINGTON

COUNTY OF SKAGIT

On this 28 day of February, 2007, before me, the undersigned notary public, personally appeared Glenn Nickel Karen Nickel, proved to me through satisfactory evidence of identification, which was/were said, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose.



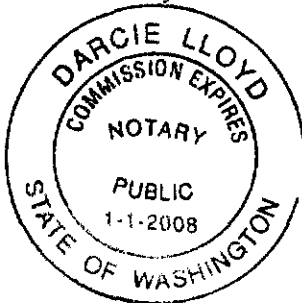
Darcie Lloyd
Notary Public
My Commission Expires:
DARCIE LLOYD

GRANTOR:

STATE OF WASHINGTON

COUNTY OF SKAGIT

On this 28 day of February, 2007, before me, the undersigned notary public, personally appeared Karen Nickel, proved to me through satisfactory evidence of identification, which was/were said, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose.



Darcie Lloyd
Notary Public
My Commission Expires:
DARCIE LLOYD



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ACKNOWLEDGEMENT

GRANTEE:

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

On this 5th day of MARCH, 2007, before me, the undersigned notary public, personally appeared **Jason D. Hirsch, Vice President, Land Management** at American Tower Delaware Corporation, a Delaware corporation, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purpose.





Notary Public

My Commission Expires: 08/13/2013

NAME: QIAO ZHANG



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EXHIBIT A
Servient Property

The northeast quarter of the northwest quarter of Section 18, Township 35 North, Range 8E, 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 8East, 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 on 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 S00°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.

APN: P44029

NOTE: FOR STREET NUMBERING PURPOSES KNOWN AS:

42366 South Skagit Highway, Concrete, WA

98237

WHEN RECORDED PLEASE RETURN TO:
OLD REPUBLIC PACKAGED SERVICES
320 SPRINGSIDE DRIVE, SUITE 320
AKRON, OH 44333

