

FILED FOR RECORD AT REQUEST OF
AND WHEN RECORDED RETURN TO:
Verizon Wireless
Attn: Real Estate Specialist - Mountain Region
9656 S. Prosperity Road
West Jordan, UT 84088



200711290027
Skagit County Auditor

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Space above this line is for Recorder's use.

Memorandum of Easement

Grantor: Public Utility District No. 1 of Skagit County,
Washington, a Municipal corporation

Grantee: Seattle SMSA Limited Partnership d/b/a Verizon Wireless

Legal Description: SW ¼ NW ¼ of S32, T35N, R5E, W.M.,
Skagit County, State of Washington
Official legal description as Exhibit A

Assessor's Tax Parcel ID#: P40505

Reference # (if applicable):

UNRECORDED
RETURN TO:
Verizon Wireless
Attn: Network Real Estate - M/S 231
15900 SE Eastgate Way
Bellevue, WA 98008

EASEMENT

THIS EASEMENT is made this 23rd day of September 2007, between PUBLIC UTILITY DISTRICT NO. 1 OF SKAGIT COUNTY, WASHINGTON, a Municipal Corporation, hereinafter referred to as "District", and SEATTLE SMSA LIMITED PARTNERSHIP d/b/a/ VERIZON WIRELESS, hereinafter referred to as "Grantee".

Witnesseth:

WHEREAS, District is the owner of certain real property situated in Skagit County, Washington, legally described in Exhibit "A" attached hereto (the "District Property") and

WHEREAS, Grantee is the owner of a leasehold estate in certain real property legally described in Exhibit "B" attached hereto (the "Leased Premises"), pursuant to a Supplement dated Sept 28, 2007 (the "Lease"); the Leasehold is within or adjacent to the District Property.

WHEREAS, Grantee intends to build and maintain a telecommunications facility on the Leased Premises.

WHEREAS, District has agreed to convey to Grantee a non-exclusive easement over, under and across the existing private access road located in the Southwest corner of the District Property, (the "Easement Area") described as follows:

Parcel No. P40505

See easement map - Exhibit "C" attached hereto and made a part hereof.

NOW, THEREFORE, for and in consideration of the covenants contained herein, the parties agree as follows:

1. **Grant of Easement.** District hereby grants to Grantee, its successors and assigns, a non-exclusive easement over, under and across the Easement Area for the purposes of ingress and egress and for constructing, maintaining, operating, repairing and replacing utility lines, cables and conduits to and from the Leased Premises.
 - a. Each party shall utilize its estate in a manner which will minimize interference with the other party's use of its estate.
 - b. Upon completion of construction, Grantee shall restore the Easement Area to substantially its pre-existing condition.
2. **Access.** The District, its heirs, successors or assigns, shall maintain open access for ingress and egress along the Easement Area, and shall not construct or permit to be constructed, any building or any other permanent excavation to be made within the Easement Area.
3. **Term.** The easement, rights, and privileges herein granted shall be for a term coinciding with the term of the Lease, including any renewals thereof, and shall, without any further action on the part of District or Grantee, terminate immediately upon the termination of said Lease. Upon termination of this Easement for any reason and at the District's



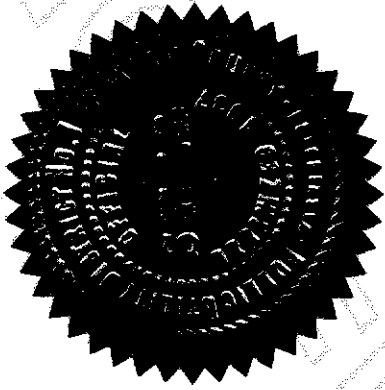
request, Grantee shall execute with acknowledgement and deliver a notice of termination in form suitable for recording in the official records of the County.

4. **Termination for Default.** Upon Grantee's default hereunder, District may deliver to Grantee a written notice of default, stating with specificity the nature of Grantee's default. If Grantee has not cured the default within a reasonable time (but not less than 15 days and not more than 30 days for a monetary or non-monetary default) after receipt of the notice of default, District may terminate this Easement effective immediately upon receipt by Grantee of District's written notice of termination.
5. **Indemnification.** Grantee agrees to indemnify, defend and hold District harmless from and against any direct injury, loss, damage or liability, costs or expenses (including reasonable attorney's fees and court costs) resulting from its use of the Easement Area, except to the extent attributable in whole or in part to the negligent or intentional act or omission of District or its agent. District agrees to indemnify, defend and hold Grantee harmless from and against any and all direct injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorney's fees and court costs) arising from the actions or failure to act of District or its agents, except to the extent attributable in whole or in part to the negligent or intentional act or omission of Grantee or its agent.
6. **Insurance.** Grantee will carry, at its own cost and expense, the following insurance: (i) commercial general liability insurance with a minimum limit of liability of \$1,000,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (ii) Workers' Compensation Insurance as required by law. Grantee will name the District as an additional insured under its commercial general liability policy. Notwithstanding anything in this Easement, with respect to all loss, damage, or destruction to a party's property (including rental value and business interruption) occurring during the term of the Easement, District and Grantee hereby release and waive all claims (except for willful misconduct) against the other party and its employees, agents, officers, and directors. With respect to property damage, each party hereby waives all rights of subrogation against the other party, but only to the extent that collectible commercial insurance is available for said damage.
7. **Assignment.** Grantee may, at its discretion and upon written notification to the District, assign and delegate to one person or entity only any portion of its rights and liabilities under this Easement in connection with any assignment of the Lease, or sublease or license of all or a portion of the Leased Premises, without the District's consent. Grantee shall be released from its obligations hereunder only with the prior written consent of the District.
8. **Dominant and Servient Tenements.** This Easement is granted for the benefit of the Leased Premises and is appurtenant to the Leased Premises. The Leased Premises are the dominant tenement and the District Property is the servient tenement.
9. **Entire Agreement.** This Easement constitutes the entire agreement between the District and Grantee relating to the above easement. Any prior agreements, promises, negotiations or representations not expressly set forth in this Easement are of no force and effect.
10. **Binding Effect.** This Easement shall be binding on and shall inure to the benefit of the successors and assigns of the District and Grantee.
11. **Amendments.** Any modification or other termination of this Easement shall become effective only upon the execution by District and Grantee of a written instrument.
12. **Recording.** The District and Grantee agree that this Easement, and any future amendments to this Easement, shall be recorded with the Skagit County Auditor's Office, Skagit County, Washington.



IN WITNESS WHEREOF, the District hereunto sets its hand and seal this 27th day of MARCH, 2007.

PUBLIC UTILITY DISTRICT NO. 1
OF SKAGIT COUNTY, A Municipal Corporation



[Signature]
Al Littlefield, President

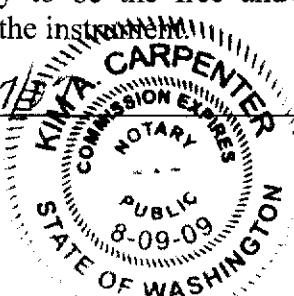
[Signature]
James Cook, Vice President

[Signature]
Robbie Robertson, Secretary

STATE OF WASHINGTON
COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that Al Littlefield, James Cook, and Robbie Robertson are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as President, Vice President, and Secretary of Public Utility District No. 1 of Skagit County to be the free and voluntary act of such parties for the uses and purposes mentioned in the instrument.

Date: 3/27/07
[Signature]
Notary Public in and for the State of Washington
My appointment expires: 08/09/09



IN WITNESS WHEREOF, the Grantee hereunto sets his hand and seal this 23rd day of September, 2007.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

NOV 29 2007

Amount Paid \$ 0
Skagit Co. Treasurer:
By mam Deputy

SEATTLE SMSA LIMITED PARTNERSHIP
d/b/a/ VERIZON WIRELESS
By Cellco Partnership, Its General Partner

[Signature]
Keith A. Surratt
West Area Vice President - Network

STATE OF Arizona
COUNTY OF Maricopa

I certify that I know or have satisfactory evidence that Keith A. Surratt is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as an authorized representative of Cellco Partnership, General Partner of Seattle SMSA Limited Partnership d/b/a Verizon Wireless to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date: 9/23/07
[Signature]
Notary Public in and for the State of Arizona
My appointment expires: 6/14/2010



EXHIBIT "A"

The "District Property"

Property Address:

State: **Washington**

County: **Skagit**

City:

Parcel Number: **P40505**

Legal Description: **See Below**

The Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 32, Township 35 North, Range 5 East, W.M.

Situate in the County of Skagit, State of Washington.



EXHIBIT "B"

The "Leased Premises"

Property Address:

State: **Washington**

County: **Skagit**

City:

Parcel Number: P40460

Legal Description: See Below

The Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 31, Township 35 North, Range 5 East, W.M., EXCEPT roads.

TOGETHER WITH a non-exclusive easement for right of way 25 feet in width over and across the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 35 North, Range 5 East, W.M., the centerline of said right of way being more particularly described as follows:

Beginning at a point on the South line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 31, Township 35 North, Range 5 East, W.M., which is 450 feet West of the Southeast corner of said subdivision;

thence South 16° East, 116 feet;

thence South 55° East, 184 feet;

thence South 71° East, 110 feet;

thence South 32° East, 107 feet;

thence South 78° East, 165 feet;

thence North 88° East, 132 feet;

thence North 55° East, 217 feet;

thence North 58° East, 185 feet;

thence North 82° East, 307 feet, more or less, to an existing logging road.

Situate in the County of Skagit, State of Washington.



200711290027

Skagit County Auditor

EXHIBIT "C"

The "Easement Area"

