



201009080033

Skagit County Auditor

9/8/2010 Page 1 of 2 11:37AM

RETURN ADDRESS

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



EASEMENT

(Rev. 1/98)

S28 T35N R3E

THIS AGREEMENT, made and entered into, and effective as of the 5th day of August, 2010, by and between William R. Atwood, as his separate property whose address is 107 McKinley Street, Burlington WA 98233, 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 SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:
LOT 3, SHORT PLAT NO. 16-83, REV, DATED 2/21/85, RECORDED 4/24/85, UNDER AUDITOR'S FILE NO. 8504240011, RECORDS OF SKAGIT COUNTY, WASHINGTON;
EXCEPT THOSE PORTIONS CONVEYED TO SKAGIT COUNTY BY RIGHT-OF-WAY DEEDS RECORDED UNDER AUDITOR'S FILE NOS. 200112120201 AND 200112120202.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

TAX PARCEL I.D. NO. 350328-3-003-0104

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:

THAT PORTION OF THE ABOVE DESCRIBED PROPERTY BEING A STRIP OF LAND 10 FEET IN WIDTH LYING 5 FEET ON EACH SIDE OF THE CENTERLINE OF THE ELECTRICAL FACILITIES SITUATED THEREIN AND LOCATED APPROXIMATELY AS SHOWN AS THE DARKENED AREA ON EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

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.

GRANTOR: William R. Atwood
William R. Atwood

GRANTOR: Martha H. Atwood
~~Martha H. Atwood~~

INDIVIDUAL ACKNOWLEDGMENT

State of Washington)
County of Skagit)

I certify that I know or have satisfactory evidence that William R. Atwood and Martha H. Atwood signed this instrument and acknowledged it to be (his, her, their) free and voluntary act for the uses and purposes mentioned in the instrument.

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



[Signature]

Signature of Notary

NOTARY PUBLIC in and for the state of: Washington

Residing within the County of: Snohomish

My commission expires 10/9/11

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
29.00
SEP 08 2010
Amount Paid \$ 29.44
Skagit Co. Treasurer
By [Signature] Deputy

Verizon Project Name Farm to Market Road

Exchange _____

W.O. Number 6628-7P0A0AA

2411.10



201009080033
Skagit County Auditor