

RETURN ADDRESS

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



201010120113

Skagit County Auditor

10/12/2010 Page 1 of 2 11:31AM



EASEMENT

(Rev. 1/98)

S28 T35N R3E

THIS AGREEMENT, made and entered into, and effective as of the 13th day of September, 2010, by and between B & R LLC #2 whose address is 24225 Seatter Lane NE, Kingston, WA 98346, 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 NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:
LOT 2, SHORT PLAT NO. 93-029 AS APPROVED SEPTEMBER 27, 1993 AND RECORDED SEPTEMBER 28, 1993, IN VOLUME 10 OF SHORT PLATS, PAGES 238 AND 239, UNDER AUDITOR'S FILE NO. 9309280113, RECORDS OF SKAGIT COUNTY, WASHINGTON.**

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

TAX PARCEL I.D. NO. 350328-3-002-0504

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 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.

B & R LLC #2

GRANTOR:

David G. Binns
Manager of B & R LLC
David G. Binns Manager

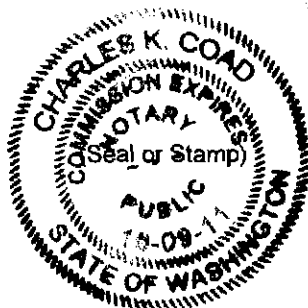
GRANTOR: _____

(REPRESENTATIVE ACKNOWLEDGMENT)

State of Washington
County of Skagit Snohomish

I certify that I know or have satisfactory evidence that David G. Binns and
_____ signed this instrument, on oath stated that (he, ~~she~~, ~~they~~)
(was, ~~were~~) authorized to execute the instrument and acknowledged it as the Manager
Officer, Trustee, President, etc.
and _____ of B & R LLC #2
(Name of party on behalf of who instrument was executed)

to be the free and voluntary act for the uses and purposes mentioned in the instrument.



Dated

9/13/10

Signature of
Notary Public

Title Notary Public Charles K. Coad

My appointment expires 10/9/11

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

3108

OCT 12 2010

Amount Paid \$ 22.00
By mm Skagit Co. Treasurer
Deputy

Verizon Project Name

Farm to Market Road

Exchange

W.O. Number

6628-7P0A0AA



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Skagit County Auditor