

RETURN ADDRESS

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



201011230036  
Skagit County Auditor

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**EASEMENT**  
(Rev. 1/98)

S20 T35N R3E

THIS AGREEMENT, made and entered into, and effective as of the 29th day of October, 2010, by and between John Peth & Sons, Inc., a Washington corporation whose address is 13397 D'arcy Road, Bow, WA 98232, 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:

The East Half of the Northeast Quarter of Section 20, Township 35 North, Range 3 East, W.M.,  
Except Farm to Market Road.  
Situate in the County of Skagit, State of Washington.

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX  
3543  
NOV 23 2010  
Amount Paid \$ 145<sup>00</sup> 98  
Skagit Co. Treasurer  
By *hmr* Deputy

Tax Parcel Nos. 350320-1-001-0009 and 350320-1-004-0006

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 East 30 feet of the above described property.

It is hereby agreed and understood that vaults shall be restricted to the East 6 feet of the above described property. This easement is for underground purposes only.

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.

John Peth & Sons, Inc., a Washington corporation

GRANTOR: *Dan Peth*  
Dan Peth President

GRANTOR: \_\_\_\_\_

(REPRESENTATIVE ACKNOWLEDGMENT)

State of Washington  
County of Skagit

I certify that I know or have satisfactory evidence that Dan Peth and \_\_\_\_\_ signed this instrument, on oath stated that (he, she, they) (was, were) authorized to execute the instrument and acknowledged it as the President Officer, Trustee, President, etc. and \_\_\_\_\_ of John Peth & Sons, Inc., a Washington corporation (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 10/29/10  
Signature of *[Signature]*  
Notary Public  
Title Notary Public Charles K. Coad  
My appointment expires 10/9/11

Verizon Project Name Farm to Market Road  
Exchange 6628  
W.O. Number 6628-7P0A0AA



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