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2008-11-23 04:40:57 (GMT)

13608380234 From: Daniel Huntington

## REAL ESTATE EXCISE TAX

### RETURN ADDRESS

VERIZON NORTHWEST INC.  
Attn: Engineering Department  
P.O. BOX 31 / 150 NW 20TH  
GRESHAM, OR 97030



### EASEMENT

THIS AGREEMENT, made and entered into, and effective as of the 24 day of Nov, 2008, by and between JACK D. COLLINS and IRMA B. COLLINS as Trustee of the Jack D. Collins and Irma B. Collins Living Trust, executed the 18<sup>th</sup> day of August, 1993, 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 Skamania, State of Washington, Described as Follows, to-wit:

Skamania County Assessor

Township 1 North - Range 5 East, W.M., Section 09, Parcel 1-5-9-624

Parcel Number 01050900062400

Deed Reference: Book 137, Page 613

Legal Description: Lot 1 of Collins Short Plat # 5 Per Book 2, Page 192

AND WHEREAS, the Grantee is desirous of acquiring certain rights and privileges over, under, above and across the said lands and premises, AND WHEREAS, the Grantor's intent is to convey a Utility Easement to be located in the area adjacent to the existing facilities. The sidelines being five feet either side of the existing pole line crossing the Grantor's Property as it exists currently.

NOW, THEREFORE, Grantor, for and in consideration of the sum of \$0 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 Skamania, State of Washington, to-wit:

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 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 Irma B. Collins by its trustee

GRANTOR Marie Collins trustee

(ACKNOWLEDGMENT)

State of \_\_\_\_\_  
County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2008, before me, the undersigned, a Notary Public in and for the State of \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same. Witness my hand and official seal hereto affixed the day and year first above written.

NOTARY PUBLIC in and for  
the state of \_\_\_\_\_  
residing at \_\_\_\_\_ therein.

My commission expires \_\_\_\_\_

**SEE ATTACHED  
FOR OFFICIAL  
ACKNOWLEDGEMENT**

State of Washington  
County of LeWitt

## (ACKNOWLEDGMENT)

On this 28 day of November, 2008, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Marie Collins LeDoux, known to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same. Witness my hand and official seal hereto affixed the day and year first above written.

LISA A. JASPER-HULL  
NOTARY PUBLIC  
STATE OF WASHINGTON  
My Commission Expires Nov. 22, 2010

Lisa A. Jasper-Hull  
NOTARY PUBLIC in and for the state  
of Washington  
residing at Issaquah therein.  
My commission expires Nov 22, 2010

Verizon Project Name

Fiber to Mt. Zion Cell Site

W.O. Number

W.O. # 3020-TFOAQAA