

RETURN ADDRESS:

Pacific Fiber Link
722 Avenue D, Suite C
Snohomish, WA 98290



199910110101

Kathy Hill, Skagit County Auditor

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COMMUNICATIONS EASEMENT

The undersigned, **Jean A. Hanson**, hereinafter referred to as ("Grantor"), for and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants and conveys to **Pacific Fiber Link, LLC**, a Washington corporation whose address is P.O. Box 5123, Blaine, WA 98231, its licensees, agents, successors and assigns ("Grantee"), a right of way and easement ("Easement") Thirty (30) feet in width, to construct, install, operate, maintain, inspect, test, repair, alter, replace or remove a multiple conduit communications system, together with the appurtenances necessary for the operation of said communications system over, under and across the following described real property which Grantor owns, or in which Grantor has an interest, situate in the County of Skagit, State of Washington, described as follows:

Government Lot 3, and the West 660 feet of Government Lot 10, Section 7, Township 34 North, Range 4 East of the Willamette Meridian, EXCEPT the following described tracts, to-wit:

- 1) Beginning at the Northeast corner of said West 660 feet of Government Lot 10; thence South 1093 feet, more or less, to the North line of county road; thence North 71°40' West along the North line of said county road 413 feet; thence North 955.82 feet, more or less, to the North line of said Government Lot 10; thence East 394.98 feet to the point of beginning.
- 2) Beginning at a point 394.98 feet West of the Northeast corner of the West 660 feet of Government Lot 10; thence South 955.82 feet, more or less, to the North line of county road for the true point of beginning; thence North 71°40' West along the North line of county road 241.25 feet; thence North 18°20' East 141.49 feet; thence South 71°40' East parallel with the North line of county road 195.10 feet, more or less, to a point North of point of beginning; thence South 146.09 feet to the point of beginning.
- 3) All that portion of Government Lot 3 and the West 660 feet of Government Lot 10, South of dike right of way.
- 4) County road and dike rights of way.

Said Thirty (30) foot communications easement shall lie parallel to and contiguous with the West boundary line of Section 7 Township 34 North Range 4 East, beginning at the south right of way line of West Whitmarsh Road and ending at the south property line of the above described parcel.

Assessor's Tax Parcel ID: P23906

Together with the right of ingress and egress over and across any adjacent real property owned or controlled by Grantor to and from said strip of land for the purposes of exercising the rights granted herein.

Grantee shall have the right to clear and keep clear all trees, roots, brush and other obstructions from the surface and sub-surface of said right of way and easement, and during construction or maintenance periods to use an additional Fifty (50) feet as necessary.

Grantee shall be responsible for damages caused to Grantor's subject property arising from Grantee's construction and/or maintenance of the said Easement area.

Grantee shall indemnify Grantor against all damages, expenses and costs, and shall save Grantor harmless from all claims for damages by third parties, and all loss and liability which may be incurred by reason of Grantee's use and enjoyment of this easement, and from any claims, damages, actions or causes of action from environmental damage or contamination caused or contributed to by Grantee.

Grantor reserves the right to occupy, use and cultivate the above-described real property for all purposes not inconsistent with the rights herein granted. This Easement, and the rights granted herein, shall be binding upon and inure to the benefit of the heirs, personal representatives, executors, administrators, successors and assigns of the respective parties hereto.

Grantor is lawfully seized and possessed of said lands and has lawful right and authority to enter into and deliver this easement unto Grantee.

This agreement may be executed in counterparts and shall be binding upon each party executing any counterpart. The acceptance by Grantee of this agreement and its consent thereto are evidenced by its payment to Grantor of the consideration recited above.

The communications privileges herein granted are each divisible and are each assignable or transferable in whole or in part.

Signed and delivered on September 13, 1999.

31892
SKAGIT COUNTY WASHINGTON
Grantor
Jean A. Hanson
Jean A. Hanson

OCT 11 1999

STATE OF WASHINGTON

County of Skagit

Amount Paid \$ 7.65
Skagit Co. Treasurer
By Deputy

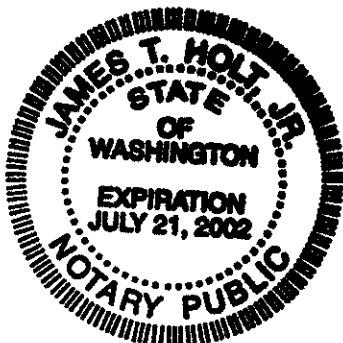
I certify that I know or have satisfactory evidence that Jean A. Hanson signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated 9/13/99

Signature of Notary Public J. Hill

Title Notary Public

My Appointment Expires July 21, 2002



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