



201602290030

RETURN ADDRESS

FRONTIER COMMUNICATIONS NORTHWEST INC.
Attn: Spec. - Easement/Right of Way
P.O. Box 1003 (WA0103NP)
Everett, Washington 98206



SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
2016602
FEB 29 2016

Amount Paid \$ 22.80
Skagit Co. Treasurer
By *Mdm Deputy*

EASEMENT

(Rev. 8/00)

THIS AGREEMENT, made and entered into, and effective as of the 26th day of February, 2016, by and between Ann F. deMarrals, as her separate property whose address is 19010 Dry Slough Road, Mount Vernon, WA 98273, hereinafter referred to as Grantor; and FRONTIER COMMUNICATIONS 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 Northeast Quarter of the Northeast Quarter of Section 11, Township 33 North, Range 3 East, W.M., described as follows:

Beginning at the Northeast corner of the Northeast Quarter of the Northeast Quarter of said section;
Thence South 379.7 feet;
Thence West parallel with the North line of the section, 353.9 feet, more or less, to the East line of the dike right of way;
Thence Northerly following said East line of the dike right of way to the North line of the section;
Thence East 460 feet to the place of beginning;

Except road and ditch rights of way; and,
Except that portion, if any, lying within a tract conveyed to Diking District No. 2 by deed recorded June 13, 1910, in Volume 80 of Deeds, Page 429, records of Skagit County.

Situate in the County of Skagit, State of Washington.

TAX PARCEL I.D. NO. P15695 330311-1-007-0107

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 15 feet of the South 20 feet of the above described property coincident with the West margin of Dry Slough Road.

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.

