



201803140032

RETURN ADDRESS

Skagit County Auditor

\$75.00

3/14/2018 Page

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2 11:42AM

FRONTIER COMMUNICATIONS NORTHWEST INC.

Attn: Spec. - Easement/Right of Way

P.O. Box 1003 (WA0103NP)

Everett, Washington 98206

frontier

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 14 2018

EASEMENT

(Rev. 8/00)

Amount Paid \$2636
By Skagit Co. Treasurer Deputy

GRANTOR: Chris Garlinghouse

GRANTEE: FRONTIER COMMUNICATIONS NORTHWEST INC., a Washington Corporation

SHORT LEGAL: Ptn Lot 3, SP 95-019, AFN 9608220061, E½ NE¼ S26, T33N, R4E, W.M.

ASSESSOR'S PROPERTY TAX PARCEL: P121162 330426-1-001-0500 (a portion of)

THIS AGREEMENT, made and entered into, and effective as of the 7th day of March, 2018, by and between Chris Garlinghouse, as her separate property whose address is P. O. Box 553, Conway, WA 98238, 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 Lot 3, Short Plat No. 95-019, approved August 2, 1996, recorded August 2, 1996, in Book 12 of Short plats, Pages 134 and 135, as Auditor's File No. 9608220061, records of Skagit County, Washington, and being a portion of the East Half of the Northeast quarter of Section 26 and of the Southwest Quarter of the Northwest Quarter of Section 25, Township 33 North, Range 4 East, W.M., described as follows: Commencing at the Northwest corner of said Lot 3; Thence South 00°39'36" East, along the West line of said Lot 3, to an intersection with an existing fence as shown on the face of said Short Plat and the True Point of Beginning; Thence Southeasterly, along said existing fence, to its intersection with the West line of Lot 4 of said Short Plat; Thence South 01°14'02" East, along the West line of said Lot 4, to the Southwest corner thereof; Thence North 88°45'58" East, along a South line of said Lot 4, a distance of 248.46 feet to a corner of said Lot 4; Thence South 17°34'29" West, along a Westerly line of said Lot 4 and the Southwesterly extension thereof, a distance of 496.25 feet to a non-tangent curve; Thence Southwesterly along said non-tangent curve concave to the Southeast whose radius point bears North 43°16'15" West a distance of 25.00 feet through a central angle of 115°41'46" an arc length of 50.48 feet to the North margin of State Highway No. 534; Thence Northwesterly, along said North margin, to the Southwest corner of said Lot 3; Thence North 00°39'36" West, along the West line of said Lot 3, to the True Point of Beginning.

Also including the following described parcel:

Commencing at the most Northerly Southeast corner of said Lot 4; Thence South 88°45'58" West, along the South line of said Lot 4, a distance of 197.10 feet to a corner of said Lot 4; Thence South 17°34'29" West, along an Easterly line of said Lot 4, a distance of 387.38 feet to a point hereinafter called "Point A"; Thence continuing South 17°34'29" West to the North margin of State Highway No. 534, and the True Point of Beginning; Thence North 17°34'29" East to the afore described Point A; Thence Southwesterly on said line of lot 4, along the arc of a curve to the left with a radius of 30.00 feet through a central angle of 47°59'28" an arc distance of 25.13 feet; Thence South 30°25'00" East, along said line of Lot 4, a distance of 168.13 feet; Thence South 69°57'49" West, along said line of Lot 4, a distance of 20.34 feet to the intersection with a non-tangent curve to the right with a radius point of South 59°35' West; Thence Southerly along the arc of a curve to the right with a radius of 30.00 feet through a central angle of 62°54'24" an arc length of 32.94 feet; Thence South 42°52'13" West a distance of 10.78 feet to a point of curvature; Thence Southeasterly along the arc of a curve to the right with a radius of 30.00 feet through a central angle of 90°24'02" an arc length of 47.33 feet to the North margin of State Highway No. 534; Thence North 46°43'45" West along said North margin to the True Point of Beginning.

TAX PARCEL I.D. NO. P121162 330426-1-001-0500 (a portion of)

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:

That portion of the above described property being a strip 3 feet in width, 1½ feet on each side of the centerline of the communications facilities situated therein and co-located with the Puget Sound Energy pole line and located within the Southerly 10 feet thereof.

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.

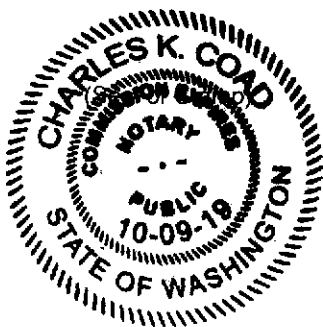
GRANTOR Chris Garlinghouse
Chris Garlinghouse

GRANTOR _____

(INDIVIDUAL ACKNOWLEDGMENT)

State of Washington
County of Skagit

I certify that I know or have satisfactory evidence that Chris Garlinghouse and _____ signed this instrument and acknowledged it to be (his, her, their) free and voluntary act for the uses and purposes mentioned in the instrument.



Dated 3/7/18
Signature of [Signature]
Notary Public
Title Notary Public Charles K. Coad
My appointment expires 10/9/19

Frontier Project Name SR 534
Exchange 51471
W.O. Number 5224559