



201805220063

05/22/2018 01:15 PM Pages: 1 of 2 Fees: \$75.00
Skagit County Auditor

RETURN ADDRESS

FRONTIER COMMUNICATIONS NORTHWEST INC.
Attn: Spec. - Easement/Right of Way
P.O. Box 1003 (WAO103NP)
Everett, Washington 98206

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20182110
MAY 22 2018



Amount Paid \$17.46
Skagit Co. Treasurer
By *[Signature]* Deputy **EASEMENT**
(Rev. 8/00)

GRANTOR: Daniel R. Rohloff and Leigh Anne Rohloff
GRANTEE: FRONTIER COMMUNICATIONS NORTHWEST INC., a Washington Corporation
SHORT LEGAL: Tract B of Skagit County Short Plat No. 75-80, Vol. 4 of Short Plats, Pg. 119
ASSESSOR'S PROPERTY TAX PARCEL: P16952 330420-1-001-0216 (a portion of)

THIS AGREEMENT, made and entered into, and effective as of the 17th day of May, 2018, by and between Daniel R. Rohloff and Leigh Anne Rohloff, husband and wife whose address is 19940 State Route 534, Mount Vernon, WA 98274, 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:

Tract B of SKAGIT COUNTY SHORT PLAT NO. 75-80, as approved June 19, 1980, and recorded June 19, 1980, in Volume 4 of Short Plats, page 119, under Auditor's File No. 8006190028, records of Skagit County, Washington, being a portion of the North Half of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of Section 20, Township 33 North, Range 4 East of the Willamette Meridian.

Situate in the County of Skagit, State of Washington.

TAX PARCEL I.D. NO.: P16952 330420-1-001-0216 (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 Northerly 25 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 *[Signature]*
Daniel R. Rohloff

GRANTOR *[Signature]*
Leigh Anne Rohloff

(INDIVIDUAL ACKNOWLEDGMENT)

State of Washington
County of Skagit

I certify that I know or have satisfactory evidence that Daniel R. Rohloff and
Leigh Anne Rohloff 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 5/17/18
Signature of [Handwritten 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