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06/21/2018 10:10 AM Pages: 1 of 2 Fees: \$100.00
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

2018 2682
JUN 21 2018

Amount Paid \$13.⁹⁰
Skagit Co. Treasurer
By *mm* Deputy
EASEMENT
(Rev. 8/00)

GRANTOR: Todd Michael Olson
GRANTEE: FRONTIER COMMUNICATIONS NORTHWEST INC., a Washington Corporation
SHORT LEGAL: Ptn. SW¼ NW¼ S25, T33N, R4E, W.M.
ASSESSOR'S PROPERTY TAX PARCEL: P17257 330425-0-024-0018 (a portion of)

THIS AGREEMENT, made and entered into, and effective as of the 23rd day of May, 2018, by and between Todd Michael Olson, as his separate property whose address is 23248 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:

That portion of the Southwest Quarter of the Northwest Quarter of Section 25, Township 33 North, Range 4 East, W.M., described as follows:
Beginning at the Southeast corner of said subdivision; Thence North 417.5 feet; Thence West 526¼ feet; Thence South to the South line of said Southwest Quarter of the North Quarter; Thence East to the Point of Beginning;

Except State Highway No. 1-H; and,

Except that portion conveyed to Georgia-Pacific Corporation by Deed recorded Marh 10, 1972, under Auditor's File No. 765129, and more particularly described as follows:
Beginning at the Southeast corner of the Southwest Quarter of the Northwest Quarter of Section 25, Township 33 North, Range 4 East, W.M.; Thence North 50 feet; Thence South 45° West to the South line of the Southwest Quarter of the Northwest Quarter of Section 25; Thence East 50 feet to the Point of Beginning.

Situate in the County of Skagit, State of Washington.

TAX PARCEL I.D. NO. P17257 330425-0-024-0018 (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 13 feet and adjacent to the Northerly margin of SR 534 thereof. Together with an anchor location along the Southerly margin of SR 534 and extending in a Southerly direction and at right angles to said Southerly margin a distance of 10 feet.

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.

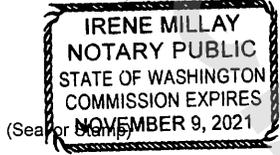
GRANTOR *Todd Michael Olson*
Todd Michael Olson

GRANTOR _____

(INDIVIDUAL ACKNOWLEDGMENT)

State of Washington
County of Skagit

I certify that I know or have satisfactory evidence that Todd Michael Olson 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 23 May 2018
Signature of *Irene Millay*
Notary Public
Title Notary Public Irene Millay
My appointment expires 9 Nov 2019

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