

RETURN ADDRESS

FRONTIER COMMUNICATIONS NORTHWEST
Attn: Spec. - Easement/Right of Way
Suite N100 (MC01020S)
1800 41st street
Everett, WA 98203

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX



201806280461

06/28/2018 12:31 PM Pages: 1 of 2 Fees: \$100.00
Skagit County Auditor

20180812
JUN 28 2018

Amount Paid \$ 46.95
Skagit Co. Treasurer
By HFB Deputy



EASEMENT

(Rev. 8/00)

THIS AGREEMENT, made and entered into, and effective as of the 15th day of June, 2018, by and between JEFFREY E LOCKEN and AMITY K LOCKEN, husband and wife, 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 North Half of Section 20, Township 33 North, Range 4 East, W.M., County of Skagit, State of Washington, described as follows, to-wit ("Grantor's Property"):

LOT 4, LOCKEN'S ADDITION, AS PER PLAT RECORDED IN VOLUME 15 OF PLATS, PAGES 114 AND 115, RECORDED ON OCTOBER 25, 1993 UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 199310250118, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SKAGIT COUNTY TAX PARCEL: P105575 (4612-000-004-0003)

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 the existing aerial facilities necessary to provide communication service across, over, under and upon the following described lands and premises situated in the County of Skagit, State of Washington to-wit:

THE NORTHERLY 10 FEET OF THE WESTERLY 401 FEET OF THE ABOVE-DESCRIBED GRANTOR'S PROPERTY (the "Easement" or "Easement Area")
(FOR ATTACHMENT TO EXISTING PUGET SOUND ENERGY POLES AND AERIAL CABLE OVERHANG ONLY)

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.

Grantee shall restore, to a like or better condition, any and all of Grantee's existing improvements which are disturbed by Grantor's said installation, inspection, maintenance, and/or removal of said facilities. 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.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

GRANTOR:

JEFFREY E LOCKEN

AMITY K LOCKEN

STATE OF WASHINGTON)
)ss
COUNTY OF SKAGIT)

On this 15th day of June, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared JEFFREY E LOCKEN, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that he executed the same.

Witness my hand and official seal hereto affixed the day and year first above written.



Carl V Zarembo

NOTARY PUBLIC in and for the State of Washington

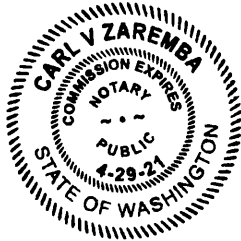
Carl V Zarembo residing at Monroe therein.

My appointment expires April 29, 2021

STATE OF WASHINGTON)
)ss
COUNTY OF SKAGIT)

On this 15th day of June, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared AMITY K LOCKEN, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that she executed the same.

Witness my hand and official seal hereto affixed the day and year first above written.



Carl V Zarembo

NOTARY PUBLIC in and for the State of Washington

Carl V Zarembo residing at Monroe therein.

My appointment expires April 29, 2021

Frontier Project Name SR 534 CONTROL ZONE MITIGATION
MP 0.49 – MP 0.56

Exchange 51471

W.O. Number 5224559