



202203160044

03/16/2022 11:29 AM Pages: 1 of 3 Fees: \$205.50
Skagit County Auditor

RETURN ADDRESS:

FRONTIER COMMUNICATIONS NORTHWEST
Attn: Spec. - Easement/Right of Way
Suite N100 (MC0102OS)
1800 41st street
Everett, WA 98203

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2022.1033
MAR 16 2022

Amount Paid \$ 14.60
Skagit Co. Treasurer
By *GT* Deputy



EASEMENT

(Rev. 8/00)

THIS AGREEMENT, made and entered into, and effective as of the 16th day of March, 2022, by and between JULIE ELIZABETH BUCHANAN, as her separate estate, hereinafter referred to as Grantor; and FRONTIER COMMUNICATIONS NORTHWEST INC. dba ZIPLY FIBER, a Delaware limited liability company, 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 Northeast Quarter of Section 27, Township 35 North, Range 4 East, W.M., County of Skagit, State of Washington, described as follows, to-wit ("Grantor's Property"):

SEE "LEGAL DESCRIPTION" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.
(SKAGIT COUNTY TAX PARCEL NOS: P67436 / 3954-000-015-0201)

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 ("the Easement" or "Easement Area").

THAT PORTION OF THE HEREIN DESCRIBED REAL PROPERTY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERLY CORNER OF THE HEREIN DESCRIBED REAL PROPERTY;
THENCE RUNNING SOUTHWESTERLY, PARALLEL WITH AND ADJACENT TO, THE SOUTHEASTERLY BOUNDARY OF STERLING DRIVE, A DISTANCE OF 5 FEET;
THENCE RUNNING SOUTHEASTERLY PARALLEL WITH THE NORTHEASTERLY BOUNDARY OF SAID PROPERTY, A DISTANCE OF 15 FEET;
THENCE RUNNING NORTHEASTERLY, PARALLEL WITH SAID SOUTHEASTERLY BOUNDARY OF STERLING DRIVE, A DISTANCE OF 5 FEET;
THENCE RUNNING NORTHWESTERLY, PARALLEL WITH AND ADJACENT TO SAID , THE NORTHEASTERLY PROPERTY BOUNDARY TO THE POINT OF BEGINNING.

(CONTAINING 75 SQUARE FEET, MORE OR LESS)

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 said facilities.

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.

(signature page follows)

GRANTOR:


JULIE ELIZABETH BUCHANAN

STATE OF WASHINGTON)
)SS
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that JULIE ELIZABETH BUCHANAN is the person who signed this instrument and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

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





NOTARY PUBLIC in and for the State of Washington
Carl V Zarembo residing at Monroe therein.
My appointment expires April 29, 2025

Frontier Project Name STERLING DR POLE REPLACEMENT (WO# 885269)
PROJECT #5505869 (POLE #14 - Lot 15)

LEGAL DESCRIPTION - SKAGIT COUNTY PARCEL P67436 (3954-015-0201)**Parcel A:**

That portion of Lot 15, MEDCALF'S ADDITION, according to the plat thereof recorded in Volume 7 of Plats, page 41, records of Skagit County, Washington, described as follows:

Beginning at the Northwest corner of said lot where the Northwesterly line thereof intersects Sterling Drive;
Thence in a Southeasterly direction along the Westerly boundary of said lot, a distance of 26.10 feet;
Thence North 34°19'13" East a distance of 150.00 feet;
Thence South 42°55'26" East a distance of 9.00 feet to the true point of beginning of this description;
Thence South 34°19'13" West to the Easterly line of Sterling Drive;
Thence Southeasterly along Sterling Drive to the Southwest corner of Lot 15;
Thence North 76°25'57" East along the Southerly line of Lot 15, a distance of 147.91 feet;
Thence North 20°06'09" East 23.87 feet to a point that bears South 42°55'26" East from the true point of beginning;
Thence North 42°55'26" West 110.25 feet to the true point of beginning;

TOGETHER WITH an easement for ingress and egress over and across that portion of Lot 15, MEDCALF'S ADDITION, according to the plat thereof recorded in Volume 7 of Plats, page 41, records of Skagit County, Washington, described as follows:

Beginning at the Northwest corner of said lot where the Northwesterly line thereof intersects Sterling Drive;
Thence in a Southeasterly direction along the Westerly boundary of said lot, a distance of 26.10 feet;
Thence North 34°19'13" East a distance of 150.00 feet;
Thence South 42°55'26" East a distance of 9.00 feet to the true point of beginning of this description;
Thence South 34°19'13" West to the Easterly line of Sterling Drive;
Thence Northwesterly along the Easterly line of Sterling Drive 25.10 feet, more or less, to a point that is 10.00 feet Southeasterly as measured along the Easterly line of Sterling Drive from the Northwest corner of said lot;
Thence North 34°19'13" East to a point that bears North 42°55'26" West from the true point of beginning;
Thence South 42°55'26" East 25.00 feet, more or less, to the true point of beginning.

Parcel B:

That portion of Lot 15, MEDCALF'S ADDITION, according to the plat thereof recorded in Volume 7 of Plats, page 41, records of Skagit County, Washington, described as follows:

Beginning at the Northwest corner of said lot where the Northwesterly line thereof intersects Sterling Drive;
Thence in a Southeasterly direction along the Westerly boundary of said lot, a distance of 26.10 feet;
Thence North 34°19'13" East a distance of 150.00 feet;
Thence South 42°55'26" East a distance of 9.23 feet to the true point of beginning of this description;
Thence South 42°55'26" East 110.02 feet to the Southeasterly line of Lot 15;
Thence North 42°36'54" East a distance of 30.00 feet;
Thence Northwesterly in a straight line to the true point of beginning.

Parcel C:

That portion of Lot 14, MEDCALF'S ADDITION, according to the plat thereof recorded in Volume 7 of Plats, page 41, records of Skagit County, Washington, described as follows:

Beginning at the Northwest corner of said Lot 14;
Thence North 76°25'57" East along the Northerly line of said Lot 14, a distance of 55.00 feet to the true point of beginning;
Thence continue North 76°25'57" East 92.01 feet to the Northeast corner of said Lot 14;
Thence South 20°06'09" West along the Easterly line of said lot 25.00 feet;
Thence Westerly in a straight line to the true point of beginning.

All situated in Skagit County, Washington.