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05/26/2021 01:22 PM Pages: 1 of 2 Fees: \$104.50
Skagit County Auditor

RETURN ADDRESS:

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



EASEMENT

(Rev. 8/00)

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAY 26 2021

Amount Paid \$
By *[Signature]*
Skagit Co. Treasurer
Deputy

THIS AGREEMENT, made and entered into, and effective as of the 21st day of May 2021, by and between DAVID L DEACH and DARCY E DEACH, husband and wife, 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"):

LOT 8, MEDCALF'S ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 41, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

SKAGIT COUNTY TAX PARCEL NOS: P67425 / 3954-000-008-0002

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:

The Northerly 5 Feet of the Easterly 5 Feet above-described grantor's property, whose Southerly boundary lies coincident with Grantor's Southerly property line, and whose total area is no more than 25 square feet. (the "Easement" or "Easement Area").

Notwithstanding the foregoing, the easement rights granted herein are explicitly restricted to a guy wire(s) and anchor attached to the utility pole located, or to be located, adjacent to the herein described Easement Area. *New anchor location shall be East of the current old location and not disturb the concrete driveway.*
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 Grantee'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:



DAVID L DEACH



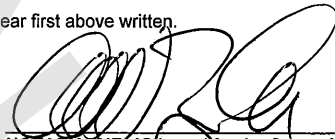
DARCY E DEACH

STATE OF WASHINGTON)
)ss
COUNTY OF SKAGIT)

On this 21st day of May, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID L DEACH AND DARCY E DEACH, known to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

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 #17 - Lot 8)