



RETURN ADDRESS:

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

11/15/2021 10:53 AM Pages: 1 of 2 Fees: \$204.50
Skagit County Auditor

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2021-5223
NOV 15 2021

Amount Paid \$ 13.00
Skagit Co. Treasurer
By DHS Deputy



EASEMENT

(Rev. 8/00)

THIS AGREEMENT, made and entered into, and effective as of the 15th day of November, 2021, by and between THOMAS L. STEWART, a single person, 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 14, MEDCALF'S ADDITION, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 7 OF PLATS, PAGE 41, RECORDS OF SKAGIT COUNTY, WASHINGTON.

EXCEPT THAT PORTION 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 A DISTANCE OF 92.01 FEET TO THE NORTHEAST CORNER OF SAID LOT 14;
THENCE SOUTH 20°06'09" WEST ALONG THE EASTERLY LINE OF SAID LOT A DISTANCE OF 25.00 FEET;
THENCE WESTERLY IN A STRAIGHT LINE TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

SKAGIT COUNTY TAX PARCEL NOS: P67432 / 3954-000-014-0012

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 WESTERLY NORTHWEST CORNER OF SAID PROPERTY;
THENCE RUNNING SOUTHERLY, PARALLEL WITH AND ADJACENT TO, THE EASTERLY BOUNDARY OF STERLING DRIVE, A DISTANCE OF 10 FEET;
THENCE RUNNING NORTHEASTERLY TO A POINT ON THE NORTHWEST BOUNDARY OF SAID PROPERTY WHICH IS 6 FEET EASTERLY OF THE POINT OF BEGINNING;
THENCE RUNNING WESTERLY, PARALLEL WITH AND ADJACENT TO, THE NORTHWEST BOUNDARY OF SAID PROPERTY TO THE POINT OF BEGINNING.

(CONTAINING 30 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 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.

GRANTOR:



THOMAS L. STEWART

STATE OF WASHINGTON)
)ss
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that THOMAS L. STEWART is the person who signed this instrument and acknowledged it to be his 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 Zaremba residing at Monroe therein.

My appointment expires April 29, 2025

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