

RETURN ADDRESS

FRONTIER COMMUNICATIONS NORTHWEST INC.
Attn: Spec. - Easement - Right of Way
P.O. Box 1003 (WA0103NP)
Everett, WA 98206



201104140095
Skagit County Auditor

4/14/2011 Page 1 of 4 4:03PM



EASEMENT

(Rev. 1/98)

S33 T34N R3E

THIS AGREEMENT, made and entered into, and effective as of the 23rd day of March, 2011, by and between Port of Skagit County, a Washington municipal corporation whose address is P. O. Box 348, Burlington, WA 98233, 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 NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 35 NORTH, RANGE 3 EAST, W.M., DESCRIBED AS FOLLOWS:
LOT 1, SHORT PLAT NO. 93-070, APPROVED OCTOBER 27, 1993, RECORDED OCTOBER 28, 1993, UNDER AUDITOR'S FILE NO. 9310280082, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

TAX PARCEL I.D. NO. 350333-2-005-0100

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 OF LAND 10 FEET IN WIDTH LYING 5 FEET ON EACH SIDE OF THE CENTERLINE APPROXIMATELY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH PROPERTY LINE 60 FEET EAST OF THE NORTHWEST PROPERTY CORNER; THENCE IN A SOUTHERLY DIRECTION TO A POINT ON THE WEST PROPERTY LINE APPROXIMATELY 530 FEET SOUTH OF THE NORTHWEST PROPERTY CORNER AND THE TERMINUS OF THIS LINE DESCRIPTION;

THAT PORTION OF THE ABOVE DESCRIBED PROPERTY BEING A STRIP OF LAND 10 FEET IN WIDTH LYING 5 FEET ON EACH SIDE OF THE CENTERLINE APPROXIMATELY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH PROPERTY LINE 60 FEET EAST OF THE NORTHWEST PROPERTY CORNER; THENCE IN A SOUTHERLY DIRECTION 80 FEET TO THE TRUE POINT OF BEGINNING; THENCE WESTERLY TO A POINT ON THE WEST PROPERTY LINE AND THE TERMINUS OF THIS LINE DESCRIPTION; AND, THAT PORTION OF THE ABOVE DESCRIBED PROPERTY BEING A STRIP OF LAND 10 FEET IN WIDTH LYING 5 FEET ON EACH SIDE OF THE CENTERLINE APPROXIMATELY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH PROPERTY LINE 60 FEET EAST OF THE NORTHWEST PROPERTY CORNER; THENCE IN A SOUTHERLY DIRECTION 330 FEET TO THE TRUE POINT OF BEGINNING; THENCE EASTERLY A DISTANCE OF 15 FEET AND THE TERMINUS OF THIS LINE DESCRIPTION;

MORE PARTICULARLY DESCRIBED AS THE DARKENED AREA ON EXHIBIT SKA-2, ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
1072
APR 14 2011
Amount Paid \$ 21.²⁹
Skagit Co. Treasurer
By *RAM* Deputy

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 the prior written approval of the Grantee. **Site Restoration: All work performed by Grantee on Grantor's property as the result of rights provided by this easement shall be performed in such a manner as to avoid damage to Grantor's property. All work areas shall be promptly restored to their pre-existing condition following construction or maintenance activities within the Easement Area. Exposed soils shall be reseeded and work areas shall be cleared of all excess materials and debris following completion of the work.**

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. **Environmental Compliance: All work performed by Grantee or Grantee's contractor(s) on Grantor's property as the result of rights provided by this easement shall be performed in compliance with all environmental laws and regulations of the United States, the State of Washington, and any municipality or agency of any of said entities, now in existence or hereafter promulgated, applicable to the Grantor's use of the Easement Area, including the construction of any improvements thereon. Grantee shall fully indemnify and hold harmless Grantor from any cost, claim, penalty or attorney fee incurred by Grantor due to any failure by Grantee or its contractor(s) to meet this obligation. The venue for any lawsuit between the parties is exclusively in Skagit County Superior Court. The prevailing party in any such action shall receive an award of its reasonable costs and attorney fees, including those incurred on appeal.**

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.

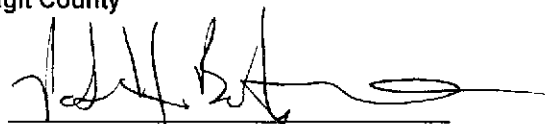
Any lien on said land held by the Lender is hereby subordinated to the rights herein granted to the Grantee, but in all other respects the said lien shall remain unimpaired.

Preservation of Navigable Airspace. All facilities to be located within the Easement Area shall be limited to a maximum elevation that is below the imaginary surfaces established under the Code of Federal Regulations, Title 14, Part 77, Subparts 77.19, 77.21, or 77.23 for the protection of take off and landing areas at Skagit Regional Airport, as defined at the time of construction.

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

Port of Skagit County

GRANTOR:


Patricia H. Botsford-Martin
Executive Director



201104140095
Skagit County Auditor

(REPRESENTATIVE ACKNOWLEDGMENT)

State of Washington
County of Skagit

I certify that I know or have satisfactory evidence that **Patricia H. Botsford-Martin** signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the **Executive Director** of the **Port of Skagit County** to be the free and voluntary act for the uses and purposes mentioned in the instrument.



Dated March 23, 2011

Signature of Karmen M. Hardy
Notary Public
Title Notary Public

My appointment expires 3/25/14

Frontier Project Name Farm to Market Road

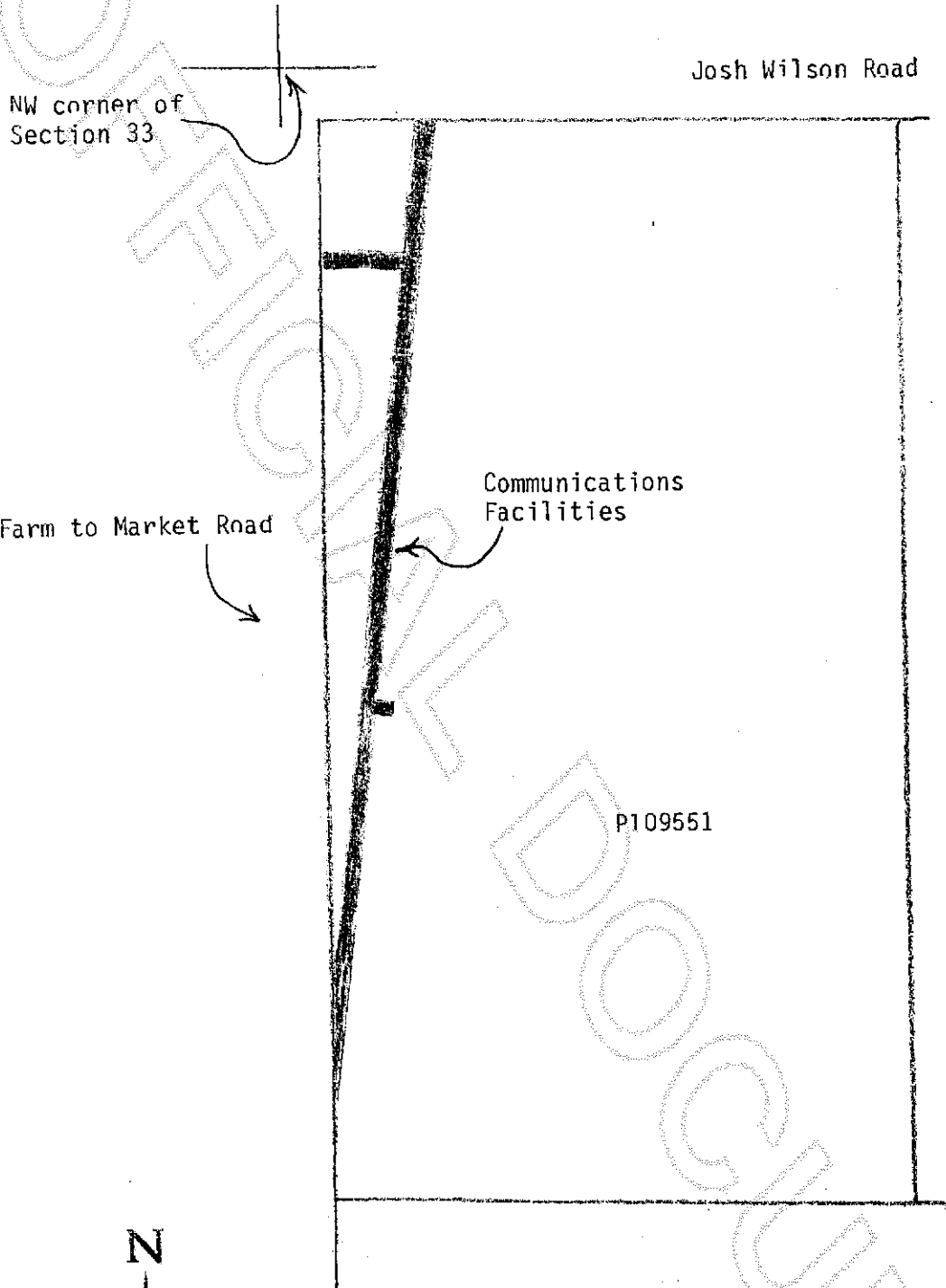
Exchange _____

W.O. Number 6628-7P0A0AA



201104140095
Skagit County Auditor

EXHIBIT "A"



Scale: 1" = 100'

Township 35 North Range 3 East
Section 33: part of the NW 1/4
Name: Port of Skagit County

Frontier Communications

Drawn
CKC

Date
3/23/11

Approved

Drawing



201104140095
Skagit County Auditor