

RETURN ADDRESS

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



201312230093

Skagit County Auditor \$73.00  
12/23/2013 Page 1 of 2 1:05PM



**EASEMENT**

(Rev. 8/00)

THIS AGREEMENT, made and entered into, and effective as of the 20th day of December, 2013, by and between Leota R. Price, as her separate property whose address is 5469 South Shore Drive, Anacortes, WA 98221 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 Government Lot 3, Section 12, Township 35 North, Range 1 East, W.M., described as follows:**

**Beginning at a point 356.3 feet South of the Northeast corner of said Government Lot 3; Thence West 414 feet, Thence South 329.83 feet; Thence East 414 feet; Thence North 329.83 feet to the Point of Beginning;**

**Except County Road along the South line as now established;**

**Except the South 150 feet of the West 100 feet thereof;**

**Except the East 30 feet thereof; and,**

**Except the North one acre of the above described tract as conveyed to L.W. Dunn by Deed dated November 20, 1922, recorded November 27, 1922, under Auditor's File No. 160521, records of Skagit County, Washington.**

**Situate in the County of Skagit, State of Washington.**

**TAX PARCEL I.D. NO. 350112-0-037-0001 P31373**

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 East 30 feet of the West 72 feet of the South 20 feet of the above described property coincident with the North margin of South Shore Drive.**

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 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.

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.

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

GRANTOR

Leota R. Price  
Leota R. Price

GRANTOR \_\_\_\_\_

(INDIVIDUAL ACKNOWLEDGMENT)

State of Washington  
County of Skagit

I certify that I know or have satisfactory evidence that Leota R. Price and \_\_\_\_\_ signed this instrument and acknowledged it to be (his, her, their) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated 12/20/13

(Seal or Stamp)

Signature of [Signature]  
Notary Public  
Title Notary Public Charles K. Coad

My appointment expires 10/9/15

20135116  
SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

DEC 23 2013  
Amount Paid \$ 40<sup>60</sup>  
Skagit Co. Treasurer  
By MF Deputy

Frontier Project Name Guemes Island ESA

Exchange \_\_\_\_\_

W.O. Number PR46616



201312230093