

RETURN ADDRESS:

Frontier Communications Northwest Inc.
C/O Real Estate
21 West Avenue
Spencerport, NY 14559



Skagit County Auditor
12/27/2017 Page 1 of 5 \$78.00
5 10:38AM

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
EASEMENT
DEC 27 2017

Amount Paid \$
Skagit Co. Treasurer
By *hB* Deputy

EASEMENT

REFERENCE #:

GRANTOR (Owner): **Simmons/Young**
GRANTEE (FRONTIER): **Frontier Communications Northwest Inc.**
SHORT LEGAL: **LOTS 18 & 19, SKYLINE NO. 7 (SE28-35N-01E)**
ASSESSOR'S PROPERTY TAX PARCEL: **P59599 (3823-000-019-0008) & P127482 (3823-000-018-0000)**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **DAN D. SIMMONS and SYLVIA C. YOUNG, husband and wife** ("Owners" herein), hereby grant and convey to **FRONTIER COMMUNICATIONS NORTHWEST INC.**, a Washington corporation ("FRONTIER" herein), for the purposes described below, a nonexclusive perpetual easement over, under, along across and through the following described real property (the "Property" herein) in Skagit County, Washington:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Except as may be otherwise set forth herein FRONTIER's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows: A RIGHT OF WAY FIVE (5) FEET IN WIDTH WITH TWO AND A HALF (2 ½) FEET ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:

THE CENTERLINE OF GRANTEE'S FACILITIES AS NOW CONSTRUCTED, TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PARCEL, GENERALLY LOCATED ALONG THE WESTERLY PROPERTY LINE.

This easement description may be superseded at a later date with a surveyed description provided at no cost to Grantee.

BY ACCEPTING AND RECORDING THIS EASEMENT DOCUMENT, FRONTIER COMMUNICATIONS NORTHWEST INC., DOES HEREBY ABANDON AND RELEASE ALL RIGHTS ACQUIRED UNDER EASEMENT PROVISION IN AND TO LOTS 18 & 19, SKYLINE NO. 7, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGES 70 AND 71, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

THAT CERTAIN EASEMENT PROVISION BY SKYLINE ASSOCIATES, A WASHINGTON LIMITED

**PARTNERSHIP, ON SKYLINE NO. 7, DATED FEBRUARY 6, 1969, AND RECORDED IN VOLUME 9 OF PLATS,
PAGES 70 AND 71, RECORDS OF SKAGIT COUNTY, WASHINGTON, UNDER AND UPON THE EXTERIOR 5
FEET OF FRONT AND REAR BOUNDARY LINES AND UNDER AND UPON THE EXTERIOR 2.5 FEET OF SIDE
BOUNDARY LINES.**

FRONTIER COMMUNICATIONS NORTHWEST INC.

BY: *Kelley Stewart*
Kelley Stewart, Director, Facilities and Real Estate Services

1. **Purpose.** FRONTIER shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

Underground facilities. Conduits, lines, cables, vaults, switches and transformers for electricity; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, FRONTIER may, from time to time, construct such additional facilities as it may require for such systems. FRONTIER shall have the right of access to the Easement Area over and across the Property to enable FRONTIER to exercise its rights granted in this easement.

2. **Easement Area Clearing and Maintenance.** FRONTIER shall have the right, but not the obligation to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. FRONTIER shall also have the right, but not the obligation, to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

3. **Restoration.** Following initial installation, repair or extension of its facilities, FRONTIER shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by FRONTIER's work to the condition existing immediately prior to such work, unless said work was done at the request of Owner, in which case Owner shall be responsible for such restoration. All restoration which is the responsibility of FRONTIER shall be performed as soon as reasonably possible after the completion of FRONTIER's work and shall be coordinated with Owner so as to cause the minimum amount of disruption to Owner's use of the Property.

4. **Owner's Use of Easement Area.** Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not excavate within the Easement Area or construct or maintain any buildings or structures on the Easement Area and Owner shall do no blasting within 300 feet of FRONTIER's facilities without FRONTIER's prior written consent.

5. **Indemnity.** FRONTIER agrees to indemnify Owner from and against liability incurred by Owner as a result of the negligence of FRONTIER or its contractors in the exercise of the rights herein granted to FRONTIER, but nothing herein shall require FRONTIER to indemnify Owner for that portion of any such liability attributable to the negligence of Owner or the negligence of others.

6. **Termination.** The rights herein granted shall continue until such time as FRONTIER terminates such right by written instrument. If terminated, any improvements remaining in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by FRONTIER's failure to install its systems on the Easement Area.

7. **Successors and Assigns.** FRONTIER shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the

generality of the foregoing, the rights and obligations of the parties shall be binding upon their respective successors and assigns.

DATED this 19th day of December, 2017.

OWNERS:

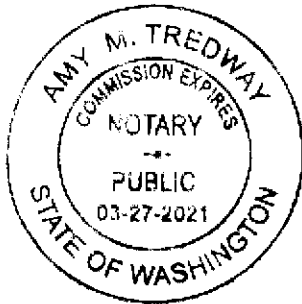
By: [Signature]
Dan D. Simmons

By: [Signature]
Sylvia C. Young

STATE OF WASHINGTON)
COUNTY OF Snohomish) SS

On this 19th day of December, 2017, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Dan D. Simmons** and **Sylvia C. Young**, to me known to be the individuals who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.



[Signature]
(Signature of Notary)

Amy M Tredway
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at 9111 Evergreen Way Everett, WA
My Appointment Expires: 03/27/2021 98204

Notary seal, text and all notations must be inside 1" margins

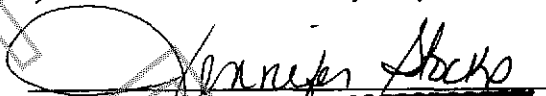
UNOFFICIAL INSTRUMENT

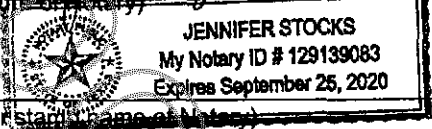
STATE OF TEXAS

COUNTY OF Cook) ss

On this 30 day of November, 2017, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Kelley Stewart**, to me known to be the person who signed as **Director, Facilities and Real Estate Services**, of **Frontier Communications Northwest Inc.**, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be her free and voluntary act and deed and the free and voluntary act and deed of **Frontier Communications Northwest Inc.**, for the uses and purposes therein mentioned, and on oath stated that she was authorized to execute the said instrument on behalf of said **Frontier Communications Northwest Inc.**

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.


(Signature of Notary)



(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State of Washington,
residing at 805 Central Expressway #250
Allen, TX 75013
My Appointment Expires: 9/25/2020

EXHIBIT A -- LEGAL DESCRIPTION

Parcel P59599 (3823-000-019-0008):

PARCEL A:

LOT 19, SKYLINE NO. 7, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGES 70 AND 71, RECORDS OF SKAGIT COUNTY, WASHINGTON;

PARCEL B:

THAT PORTION OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 19, SKYLINE NO. 7 ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGE 71, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE SOUTH 85°49'00" WEST 71.13 FEET;

THENCE NORTH 04°11'00" EAST 65.00 FEET;

THENCE NORTH 85°49'00" WEST 78.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 19;

THENCE SOUTH 01°50'45" EAST ALONG THE EASTERLY LINE OF SAID LOT 19, 65.36 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE BOUNDARIES OF SKYLINE SHORT PLAT RECORDED IN VOLUME 6 OF SHORT PLATS, PAGES 87 THROUGH 89, UNDER AUDITOR'S FILE No. 8310120030, RECORDS OF SKAGIT COUNTY, WASHINGTON.

Parcel P127482 (3823-000-018-0000):

LOT 18, SKYLINE NO. 7, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGES 70 AND 71, RECORDS OF SKAGIT COUNTY, WASHINGTON;

SITUATE IN THE CITY OF ANACORTES, SKAGIT COUNTY WASHINGTON. ALSO TOGETHER WITH TIDELANDS DESCRIBED AS FOLLOWS:

THAT PORTION OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHEASTERLY CORNER OF LOT 18, SKYLINE NO. 7;

THENCE SOUTH 85°49'00" EAST, 71.13 FEET;

THENCE SOUTH 04°01'13" WEST, 75.96 FEET;

THENCE NORTH 75°44'40" WEST, 65.66 FEET TO THE MOST SOUTHEASTERLY CORNER OF SAID LOT 18;

THENCE NORTHERLY ALONG THE EAST LINE OF SAID LOT 18 TO THE POINT OF BEGINNING.

SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON. ALSO EXCEPT THEREFROM ANY PORTION LYING WITHIN THE BOUNDARIES OF SKYLINE SHORT PLAT RECORDED IN VOLUME 6 OF SHORT PLATS, PAGES 87 THROUGH 89, UNDER AUDITOR'S FILE No. 8310120030, RECORDS OF SKAGIT COUNTY, WASHINGTON. SITUATE IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON. SURVEY RECORDED UNDER AF #200802290172.