

201905060113

05/06/2019 03:06 PM Pages: 1 of 10 Fees: \$108.00
Skagit County Auditor

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:

Frontier Communications Corporation
Real Estate Services
21 West Avenue
Spencerport, New York 14559
Attention: Dexter Craig

02-170556-0E
Land Title and Escrow

PARCEL ID FOR PROPERTY:

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
THIS SPACE FOR RECORDER'S STAMP

MAY 03 2019

Amount Paid \$
Skagit Co. Treasurer
M. M. Deputy

EASEMENT FOR UTILITY SERVICES AND ACCESS By

THIS EASEMENT FOR UTILITY SERVICES AND ACCESS (this "Easement Agreement") is made effective as of April 16th, 2019, by Kemeth L. Hansen an Individual ("Grantor"), to Frontier Communications Northwest Inc., a Washington corporation ("Grantee"). The parties to this Easement Agreement may hereinafter be referred to individually as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Grantor is the owner of certain real property located in Anacortes Township, Skagit County, State of Washington, and described in EXHIBIT A hereto (the "Property"); and

WHEREAS, when the Property was conveyed to Grantor there were below-ground utility facilities of Grantee, in the form of communication cables, located underground facilities providing connectivity to the Grantee's communication facilities; and

WHEREAS, Grantee has requested Grantor to convey to Grantee, and Grantor is willing to convey to Grantee, an easement under the portion of the Property described in EXHIBIT B hereto and shown in EXHIBIT C hereto for, among other things, such underground utility facilities (collectively, the "Utility Easement Area").

PTN Lot 5, block 03, City of Anacortes, P55318

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt and adequacy of which is hereby acknowledged by each of the Parties, the Parties agree as follows :

1. Grantor hereby conveys and grants to Grantee a perpetual easement under and through the Utility Easement Area in accordance with this Easement Agreement (the "Easement").
2. Grantee shall have the right, privilege and authority to install, operate, inspect, repair, reconstruct, construct, supplement, remove, replace, improve, maintain, upgrade and relocate communications facilities, utility lines, cabling, conduit, and other

associated infrastructure for utility and communications, video, broadband and other related communications services (the "Facilities") and otherwise undertake such activities as may be necessary or appropriate in connection with the Facilities, as determined by Grantee, across, under, over and through the Utility Easement Area. Grantor shall have no ownership rights in the Facilities. The utility lines, cabling and conduit shall be underground, within the Utility Easement Area at a depth determined by Grantee. Grantee shall have the right to do anything necessary, useful or convenient for the enjoyment of the Easement and shall bear the cost and expense of restoration of any improvements in the Utility Easement Area damaged or removed by Grantee.

3. Grantor shall not construct anything requiring a foundation in the Utility Easement Area, although Grantor may improve the surface of the easement with fencing, landscaping and a paved driveway. Grantor shall not otherwise permit anyone other than Grantor to construct any improvements in the Utility Easement Area or to use the Utility Easement Area. Grantor shall not conduct or grant the right to conduct any activity on the Utility Easement Area that would adversely affect the Facilities or any right, privilege or authority of Grantee under this Easement Agreement.

4. Expressly included with the Easement are the right of Grantee of ingress to and egress across the Property using any nearby roadway, easement, or path on the adjacent lands of Grantor, as well as to and from the public right-of-way, to the Utility Easement Area and the right of Grantee at all times to cut and/or trim all brush, timber, trees or other growth standing or growing upon the lands of Grantor which, in the reasonable opinion of Grantee, constitute a menace or danger to the Facilities or to persons or property by reason of proximity to the Facilities.

5. Grantor warrants that it is the legal owner of the Property, that it has the right to grant the Easement and that it has the right and authority to enter into this Easement Agreement. Grantee shall defend, indemnify and hold Grantor harmless from and against any loss, liability, cost or expense (including reasonable attorneys' fees) arising from any bodily injury and/or property damage arising from the negligence or willful misconduct of Grantee in connection with the Easement or the Facilities.

6. The failure of Grantee to exercise any of the rights, privileges and authority granted herein shall not be deemed to constitute a waiver of the rights, privileges and authority granted herein, nor shall the removal of any Facilities from the Utility Easement Area or any nonuse or action or inaction of Grantee be deemed to constitute an abandonment or termination of the rights, privileges and authority granted to Grantee herein, absent an express recorded declaration of abandonment or termination that is executed by Grantee. This Easement Agreement shall be binding upon the Property and shall run with the land. This Easement Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of Grantor and Grantee.

7. Grantor shall indemnify, defend, protect and hold harmless Grantee and its assigns, affiliates, subsidiaries and parents, and its and their officers, directors, shareholders, employees and agents from and against any and all claims, damages, losses, and expenses (including without limitation attorneys' fees and costs of litigation) (collectively, "Losses") of every nature whatsoever and in any manner arising out of or

incident to or in connection with (i) any default by Grantor in the observance or performance of any of the terms, covenants and conditions of this Easement Agreement; or (ii) the activities, acts or omissions of Grantor, its respective agents, employees, tenants, invitees or contractors, related to or with respect to the Property. In the event Grantee receives notice of a claim or demand against which it is entitled to indemnification pursuant to this Section 7, Grantee shall promptly give written notice thereof to Grantor. Grantor shall immediately take such measures as may be reasonably required to properly and effectively defend such claim, and may defend with counsel of its own choosing approved by Grantee (which approval shall not be unreasonably withheld or delayed). In the event Grantor fails to properly and effectively defend such claim, then Grantee may defend such claim with counsel of its own choosing at the expense of Grantor. The provisions of this Section 7 shall survive this Easement Agreement.

8. Grantee shall indemnify, defend, protect and hold harmless Grantor and its family members, employees and agents from and against any and all Losses of every nature whatsoever and in any manner arising out of or incident to or in connection with (i) any default by Grantee in the observance or performance of any of the terms, covenants and conditions of this Easement Agreement; or (ii) the activities, acts or omissions of Grantee, or its respective agents, employees, tenants, invitees or contractors, related to or with respect to Grantee's (or its respective affiliates', agents', employees', tenants', invitees' or contractors') use of the Utility Easement Area. In the event Grantor receives notice of a claim or demand against which it is entitled to indemnification pursuant to this Section 8, Grantor shall promptly give written notice thereof to Grantee. Grantee shall immediately take such measures as may be reasonably required to properly and effectively defend such claim, and may defend with counsel of its own choosing approved by Grantor (which approval shall not be unreasonably withheld or delayed). In the event Grantee fails to properly and effectively defend such claim, then Grantor may defend such claim with counsel of its own choosing at the expense of Grantee. The provisions of this Section 8 shall survive this Easement Agreement.

9. The Easement hereby granted, the restrictions hereby imposed, and this Easement Agreement herein contained shall be easements, restrictions, and covenants running with the land and shall inure to the benefit of, and be binding upon, the Parties hereto and their respective heirs, successors, and assigns, including without limitation, all subsequent owners of the Property, and all persons claiming under them.

IN WITNESS WHEREOF, Grantor has executed this Easement Agreement effective as of the date set forth above.

GRANTOR:



Kenneth L. Hansen
Kenneth L. Hansen

- EXHIBIT A – Legal Description of the Property
- EXHIBIT B – Legal Description of the Utility Easement Area
- EXHIBIT C – Survey of the Utility Easement Area

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document. – _____

ACKNOWLEDGEMENTS

Before me, a Notary Public in and for Skagit County, State of Washington, personally appeared Kenneth L. Hansen, who acknowledged the execution of the foregoing Easement for Utility Services and Access. Witness my hand and Notarial Seal this 26th day of April, 2019.

My county of residence: Island
My commission expires: 7/16/2021
Signature: [Handwritten Signature]
Printed: KARI A. PITTENRIDGE

[NOTARY SEAL]

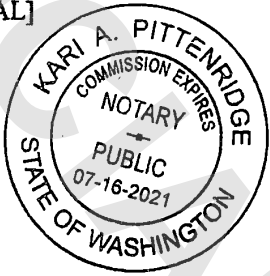


EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Parcel No. F55319, 3772-063-0002

Deed Reference:

Doc. _____

Lot 6 and the West 15 Feet of Lot 5, Block 63, "MAP OF THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON," as per plat recorded in Volume 2 of Plats, Page 4, records of Skagit County, Washington;

Situate in the City of Anacortes, County of Skagit, State of Washington.

EXHIBIT B

LEGAL DESCRIPTION OF UTILITY EASEMENT AREA

THE WEST 15 Feet of the Lot 5, Block 63, "MAP OF THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON," as per plat recorded in Volume 2 of Plats, Page 4, records of Skagit County, Washington;

Situate in the City of Anacortes, County of Skagit, State of Washington.

EXHIBIT C

see attached
Survey

SURVEY & BOUNDARY LINE ADJUSTMENT FOR HANSEN & FRONTIER COMMUNICATIONS NORTHWEST INC.
GOVERNMENT LOT 2, SECTION 13, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M.
MAP OF THE CITY OF ANACORTES, SKAGIT COUNTY, WA

AUDITOR'S CERTIFICATE:

FILED FOR RECORD AT THE REQUEST OF HANSEN & ASSOCIATES INC.

201905060107
05/06/2019 03:06 PM Pages: 1 of 2 Fee: \$100.00
Shari Duvigneaud

Sandra Terbin
COUNTY AUDITOR
SKAGIT COUNTY, WA

CONSENT

KNOW ALL MEN BY THESE PRESENTS THAT I, THE UNDERSIGNED OWNER, CERTIFY THAT THIS BOUNDARY LINE ADJUSTMENT IS MADE AS A FREE ACT AND DEED, IN WITNESS WHEREOF I HAVE HERETO SET MY HAND AND SEAL THIS 8th DAY OF January, 2019.

PARCEL A:
Villya Stewart
FRONTIER COMMUNICATIONS NORTHWEST INC.
PRINT FULL NAME: VILLYA STEWART
PRINT TITLE: DIRECTOR PPE

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS, CERTIFY THAT THIS BOUNDARY LINE ADJUSTMENT IS MADE AS A FREE ACT AND DEED, IN WITNESS WHEREOF WE HAVE HERETO SET OUR HANDS AND SEALS THIS 26th DAY OF June, 2019.

PARCEL B:
Kenneth L. Hansen *Christina C. Hansen*
KENNETH L. HANSEN CHRISTINA C. HANSEN

ACKNOWLEDGMENTS

STATE OF Texas } ss
COUNTY OF Collin
I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Villya Stewart IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT (HE/SHE) SIGNED THIS INSTRUMENT ON OATH STATED THAT (HE/SHE) WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE Director OF FRONTIER COMMUNICATIONS NORTHWEST INC. TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.
WITNESS MY HAND AND OFFICIAL SEAL THIS 8th DAY OF January, 2019.

NOTARY PUBLIC IN AND FOR THE STATE OF Texas
RESIDING AT _____
MY APPOINTMENT EXPIRES 5-20-2022



STATE OF Washington } ss
COUNTY OF Skagit
I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT KENNETH L. HANSEN AND CHRISTINA C. HANSEN, HUSBAND AND WIFE ARE THE PERSONS WHO APPEARED BEFORE ME, AND SAID PERSONS ACKNOWLEDGED THAT THEY SIGNED THIS INSTRUMENT AND ACKNOWLEDGED IT TO BE THEIR FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.
WITNESS MY HAND AND OFFICIAL SEAL THIS 20th DAY OF June, 2019.

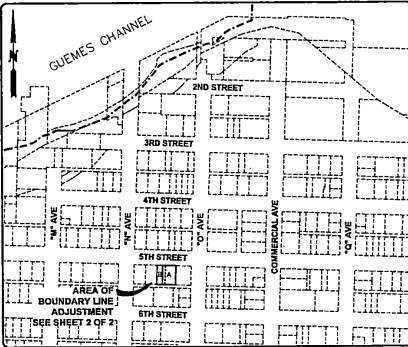
NOTARY PUBLIC IN AND FOR THE STATE OF Washington
RESIDING AT 1009 Commercial Ave Anacortes WA 98201
MY APPOINTMENT EXPIRES Oct 25, 2016



ACCEPTANCE

THIS BOUNDARY LINE ADJUSTMENT IS HEREBY EXAMINED AND APPROVED FOR ACCEPTANCE THIS 23rd DAY OF February, 2019.

[Signature]
CITY ENGINEER
SUBDIVISION ADMINISTRATOR



PARCEL NUMBERS AND OWNERS

PARCEL A:
SKAGIT COUNTY PARCEL NUMBER P55318
SITE ADDRESS: 602 7th AVE
OWNER: FRONTIER COMMUNICATIONS NORTHWEST INC.
PARCEL B:
SKAGIT COUNTY PARCEL NUMBER P55319
SITE ADDRESS: 1111 5TH STREET
OWNERS: KENNETH L. AND CHRISTINA C. HANSEN

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE WASHINGTON STATE SURVEY RECORDING ACT AT THE REQUEST OF THE KENNETH L. HANSEN IN 04/2016.
[Signature]
JAMES B. SMITH, PLS., OFECS
CERTIFICATE NO. 22327



LEGAL DESCRIPTIONS BEFORE ADJUSTMENT

SOURCE OF EXISTING LEGAL DESCRIPTIONS:
LAND TITLE COMPANY ALTA OWNER'S POLICY NO. 155054-54E, ISSUED MAY 3, 2016:
PARCEL A - FRONTIER COMMUNICATIONS NORTHWEST INC. (P55318)
LOT 3, EXCEPT THE EAST 20 FEET THEREOF AS CONVEYED TO WEST COAST TELEPHONE COMPANY BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 52888, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND ALL OF LOTS 4 AND 5, BLOCK 63, "MAP OF THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 4, RECORDS OF SKAGIT COUNTY, WASHINGTON.
SITuate IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.
PARCEL B - HANSEN (P55319)
LOT 6, BLOCK 63, "MAP OF THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON", AS PER PLAT RECORDED IN VOLUME 2 OF PLATS, PAGE 4, RECORDS OF SKAGIT COUNTY, WASHINGTON.
SITuate IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

LEGAL DESCRIPTIONS AFTER ADJUSTMENT

PARCEL A - FRONTIER COMMUNICATIONS NORTHWEST INC.
LOTS 3, 4, AND 5, BLOCK 63, "MAP OF THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON", EXCEPT THE EAST TWENTY (20) FEET OF SAID LOT 3, AS CONVEYED TO WEST COAST TELEPHONE COMPANY BY DEED RECORDED UNDER AUDITOR'S FILE NUMBER 52888, RECORDS OF SKAGIT COUNTY, WASHINGTON.
ALSO EXCEPT THE WEST FIFTEEN (15) FEET OF SAID LOT 3.
SITuate IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.
PARCEL B - HANSEN
LOT 6, TOGETHER WITH THE WEST FIFTEEN (15) FEET OF LOT 3, BLOCK 63, "MAP OF THE CITY OF ANACORTES, SKAGIT COUNTY, WASHINGTON", RECORDED IN VOLUME 2 OF PLATS, PAGE 4, RECORDS OF SKAGIT COUNTY, WASHINGTON.
SITuate IN THE CITY OF ANACORTES, COUNTY OF SKAGIT, STATE OF WASHINGTON.

GENERAL LEGEND & ABBREVIATIONS

- ⊙ FOUND CASED MONUMENT, AS DESCRIBED
- FOUND ALUMINUM SURFACE MONUMENT, AS DESCRIBED
- × FOUND NAIL, AS DESCRIBED
- ⊙ SET 1/2" X 24" REBAR WITH PLASTIC CAP MARKED "M 27327" THIS SURVEY
- ▲ CALCULATED POSITION, NOT SET
- ⊠ CATCH BASIN
- ⊕ DRAINAGE MANHOLE
- ⊖ GAS METER
- ⊙ SIGN ON POST
- ⊖ SENCH CLEANOUT
- ⊙ SENCH MANHOLE
- ⊖ TELEPHONE MANHOLE
- ⊖ TELEPHONE PEDESTAL
- ⊙ UTILITY POLE
- ⊖ UTILITY POLE WITH UNDERGROUND FEED
- ⊖ WATER METER
- REVERSED PROPERTY LINE
- PRESENT PROPERTY LINE
- PLAT LINE
- ADJOINER PROPERTY LINE
- RIGHT-OF-WAY LINE
- RIGHT-OF-WAY CENTER LINE
- GAS LINE
- OVERHEAD TELEPHONE LINE
- UNDERGROUND TELEPHONE LINE
- OVERHEAD POWER LINE
- STORM DRAIN LINE
- SANITARY SEWER LINE
- WATER LINE
- APN - AUDITOR'S FILE NUMBER
- CL - CENTER LINE
- CONC - CONCRETE
- FT - U.S. SURVEY FEET
- IN - INCHES
- LS - LAND SURVEYOR
- ST - STREET
- SP - SQUARE FEET
- TYP - TYPICAL
- VOL - VOLUME

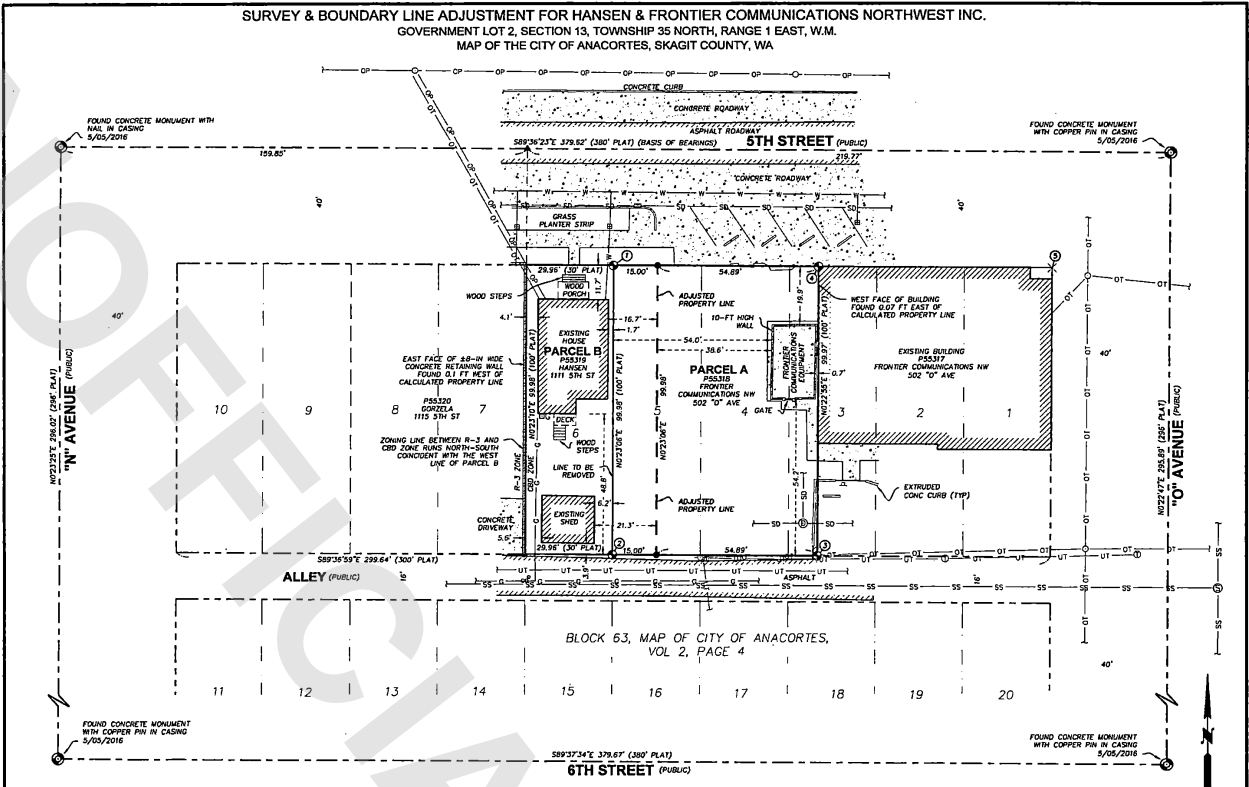


201905060107
SHARI DUVIGNEAUD, Auditor, File # 2, Fee: \$100.00

BLA-2016-1004

KENNETH L. & CHRISTINA C. HANSEN FRONTIER COMMUNICATIONS NORTHWEST INC.	
SURVEY AND BOUNDARY LINE ADJUSTMENT	
SCALE: 1" = 300'	SHEET 1 OF 2
DRAWN BY: JF	DATE: 5/12/2018
REVISOR: BWH	603 SOUTH FIRST STREET
FILE: 16-084	MOUNT VERNON, WA 98273
	TEL: (360) 336-9159

SURVEY & BOUNDARY LINE ADJUSTMENT FOR HANSEN & FRONTIER COMMUNICATIONS NORTHWEST INC.
GOVERNMENT LOT 2, SECTION 13, TOWNSHIP 35 NORTH, RANGE 1 EAST, W.M.
MAP OF THE CITY OF ANACORTES, SKAGIT COUNTY, WA



- FOUND CORNER DESCRIPTIONS**
- FOUND AND ACCEPTED 3-1/4 INCH DIAMETER ALUMINUM DISK WITH "X" MARKED TAB LS 156°40' SOUTH 82°14' WEST, 0.13 FEET FROM CALCULATED CORNER POSITION. RECORD OF SURVEY NOT FOUND.
 - FOUND AND ACCEPTED 3-1/4 INCH DIAMETER ALUMINUM DISK WITH "X" MARKED TAB LS 156°40' SOUTH 87°24' WEST, 0.08 FEET FROM CALCULATED CORNER POSITION. RECORD OF SURVEY NOT FOUND.
 - FOUND AND ACCEPTED 3-1/4 INCH DIAMETER ALUMINUM DISK WITH "X" MARKED TAB LS 156°40' SOUTH 87°24' WEST, 0.08 FEET FROM CALCULATED CORNER POSITION. RECORD OF SURVEY NOT FOUND.
 - FOUND AND ACCEPTED 3-1/4 INCH DIAMETER ALUMINUM DISK WITH "X" MARKED TAB LS 156°40' SOUTH 87°24' WEST, 0.10 FEET FROM CALCULATED CORNER POSITION. RECORD OF SURVEY NOT FOUND.
 - FOUND NAIL AT BASE OF STAIRS, EXPOSED 0.98 FEET, SLIGHTLY BENT, SOUTH 20° 58' EAST 0.03 FEET FROM CALCULATED CORNER POSITION.

- SURVEY NOTES**
- BASES OF BEARINGS ASSUMED. SOUTH 89°23'23" EAST BETWEEN FOUND ADJUSTMENTS ALONG THE CENTER LINE OF 5TH STREET AS SHOWN HEREON.
 - THIS SURVEY WAS ACCOMPLISHED BY FIELD TRAVERSE WITH A 3-SECOND ELECTRONIC DIGITAL TOTAL STATION.
 - THIS SURVEY MEETS OR EXCEEDS THE ACCURACY STANDARDS SPECIFIED BY WAC 359-130-0100.
 - THIS SURVEY DOES NOT PURPORT TO SHOW ALL EASEMENTS OR ENCUMBRANCES, RECORDED OR UNRECORDED, THAT MAY AFFECT THE DEPICTED PROPERTIES.
 - UNDERGROUND UTILITIES INCLUDING SANITARY SEWER, STORM SEWER, CABLE TELEVISION, POWER, TELEPHONE, WATER, AND GAS WERE LOCATED BY OBSERVED EVIDENCE, AVAILABLE AS-BUILT DATA AND BY FIELD DATA COLLECTED FROM UTILITY LOCATION SERVICE PAINT MARKS (AS REQUESTED BY THE CLIENT) TO DEVELOP A VIEW OF UNDERGROUND UTILITIES. LADDER EXCAVATION, THE EXACT LOCATION OF SUCH UTILITIES CANNOT BE ACCURATELY, COMPLETELY, OR RELIABLY DETERMINED.

SETBACKS

THE CENTRAL BUSINESS DISTRICT ZONING PROVISIONS PER AMC 17.20.050 ARE AS FOLLOWS: ALONG ANY PROPERTY LINE ADJOINING A RESIDENTIALLY ZONED DISTRICT WITH NO INTERVENING STREET OR ALLEY THERE SHALL BE A SETBACK OF AT LEAST TEN FEET; NO SETBACK IS REQUIRED AT OTHER PROPERTY LINES.

AREAS

PARCEL A: BEFORE ADJUSTMENT: 6,888 SF AFTER ADJUSTMENT: 5,467 SF
PARCEL B: BEFORE ADJUSTMENT: 2,586 SF AFTER ADJUSTMENT: 4,455 SF



KENNETH L. & CHRISTINA C. HANSEN
FRONTIER COMMUNICATIONS NORTHWEST INC.
SURVEY & BOUNDARY LINE ADJUSTMENT

SCALE: 1" = 20'	HARMSEN & ASSOCIATES	SHEET 2 OF 2
DRAWN BY: JTH		
REVISED: 04/18/19		
TITLE: 18-024	603 SOUTH FIRST STREET MOUNT VERNON, WA 98273 TEL: (360) 335-9199	SUB INDEX GOVT LOTS SEE 14 13-3AN-1E