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06/28/2019 01:56 PM Pages: 1 of 3 Fees: \$101.00
Skagit County Auditor

RETURN ADDRESS

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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
20192642
JUN 28 2019

Amount Paid \$ 40.60
Skagit Co. Treasurer
By *BT* Deputy



EASEMENT

(Rev. 8/00)

THIS AGREEMENT, made and entered into, and effective as of the 30 day of May, 2019, by and between DAVID C. OLIVER and ELIZABETH M RUEST, husband and wife, 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 a portion of Government Lot 1, Section 36, Township 36 North, Range 1 East, W.M., County of Skagit, State of Washington, described as follows, to-wit ("Grantor's Property"):

LOT 1 OF SKAGIT SHORT PLAT NO. 91-093 AS APPROVED OCTOBER 11, 1992, AND RECORDED SEPTEMBER 16, 1992, IN VOLUME 2 OF SHORT PLATS, PAGE 118, UNDER AUDITORS FILE NO. 9209160031, RECORDS OF SKAGIT COUNTY, WASHINGTON BEING A PORTION OF GOVERNMENT LOTS 1 THROUGH 3, THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 1 EAST OF THE W.M.;

EXCEPT THE NORTHEASTERLY 75.00 FEET OF THE SOUTHEASTERLY 150.24 FEET THEREOF.

ALSO EXCEPT THE NORTHEASTERLY 75.00 FEET OF THE SOUTHEASTERLY 225.19 FEET THEREOF.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON;

SKAGIT COUNTY TAX PARCEL NO: P46851

AND WHEREAS, the Grantee is desirous of acquiring certain rights and privileges over, under, above and across a portion of 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 a non-exclusive, perpetual easement (subject to termination as provided below) across, over, under and upon the following described lands and premises situated in the County of Skagit, State of Washington to-wit:

A 20 FT BY 20 FT (400± SQUARE FEET) PORTION LOCATED IN THE NORTHEASTERLY CORNER OF THE ABOVE DESCRIBED GRANTOR'S PROPERTY WHOSE NORTHERLY BOUNDARY LIES COINCIDENT WITH THE SOUTHERLY LINE OF GUEMAS ISLAND ROAD RIGHT OF WAY AND WHOSE EASTERLY BOUNDARY LIES COINCIDENT WITH THE EASTERLY LINE OF THE ABOVE DESCRIBED GRANTOR'S PROPERTY (the "Easement" or "Easement Area").

TOGETHER WITH THE RIGHT OF INGRESS TO AND EGRESS FROM SAID LANDS ACROSS THE ADJACENT PORTION OF LANDS OF THE GRANTOR CURRENTLY KNOWN AS "TRAIL RUN LANE".

The Easement granted herein shall be used by Grantee solely for the purpose of installing, inspecting, and maintaining all facilities necessary to provide communication service, power service and related services (collectively, the "Services") to residents or businesses located on Guemes Island, located in Skagit County, Washington State.

Grantee shall further have the the right to trim or remove any brush, trees, shrubs, structures or objects located in the Easement Area that may interfere with the construction, maintenance and operation of Services and the right at any time to remove said facilities from said lands. Notwithstanding the foregoing, Grantee shall use its best efforts to minimize disturbance to Grantor and adjacent properties resulting from Grantee's exercise of its rights under this Agreement. 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.

All of Grantee's facilities, both above-grade and below-grade, installed within the above-described Easement Area shall be restricted to the Southeasterly ten (10) feet of such Easement Area, as measured along the Guemes Island Road, and as depicted on attached **Exhibit A**. Furthermore, all facilities to be installed by Grantee within the said Easement Area shall be restricted to a maximum height of eight (8) feet above the finish grade of Grantee's Easement Area, as existing on the date of this Agreement.

Grantor and the heirs, successors, or assigns of Grantor hereby covenant and agree not to construct or permit to be constructed any permanent 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, expenses, or liabilities, including attorney's fees and costs, related in any way to Grantee or Grantee's agents, contractors, invitees, employees, or guests' use of the Easement granted herein, including claims, liens, costs or liabilities, including attorney 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 gross negligence or willful misconduct of Grantor, its employees, agents, or contractors.

The Grantor warrants that the Grantor has good title to the above property.

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

GRANTOR:



DAVID C. OLIVER




ELIZABETH M RUEST

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

On this 30th day of May, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared DAVID C. OLIVER AND ELIZABETH M RUEST, known to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

Witness my hand and official seal hereto affixed the day and year first above written.

RITA SMITH
NOTARY PUBLIC #194244
STATE OF WASHINGTON
MY COMMISSION EXPIRES
07-25-21



NOTARY PUBLIC in and for the State of Washington
Rita Smith
Residing at 1416 NW 46th St Suite 105 therein.
Seattle, WA 98107
My appointment expires 7-25-21

Frontier Project Name GUEMES ISLAND
NORTH BEACH FIBER
Project No. 523875252
Exchange 51396

Exhibit "A"

