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BENEWAH COUNTY  
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FIRST AMERICAN TITLE - SAIN  
FEES: \$ 28.00

RETURN ADDRESS

FRONTIER COMM. NORTHWEST INC.  
Attn: Engineering Department  
747 W. Prairie Ave.  
Hayden, Idaho 83835



THIS AGREEMENT, made and entered into, and effective as of the 14 day of November, 2018, by and between POTLATCHDELTIC LAND & LUMBER, LLC, hereinafter referred to as Grantor; and FRONTIER COMMUNICATIONS NORTHWEST, INC., a Connecticut Corporation, whose business address is 3 High Ridge Park, Stamford, Connecticut 06905, hereinafter referred to as "Grantee", WITNESSETH:

WHEREAS, GRANTOR is the owner of certain lands and premises situated in the County of Benewah, State of Idaho, described as follows, to-wit:

**Part of the SW1/4 SW1/4 of Section 17 and the W1/2 NW1/4 of Section 20, Township 45 North, Range 1 West, B.M., Benewah County, Idaho as depicted on the attached Exhibit B**

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 Benewah, State of Idaho, to-wit:

**As described on the attached Exhibit A and as depicted on the attached Exhibit B**

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

THIS DOCUMENT FILED FOR RECORD BY  
FIRST AMERICAN TITLE CO. AS A COURTESY.  
IT HAS NOT BEEN EXAMINED AS TO ITS  
EXECUTION OR AFFECT UPON THE TITLE.

ELECTRONICALLY RECORDED - DO NOT  
REMOVE THE COUNTY STAMPED FIRST  
PAGE AS IT IS NOW INCORPORATED AS  
PART OF THE ORIGINAL DOCUMENT.

RETURN ADDRESS

FRONTIER COMM. NORTHWEST INC.  
Attn: Engineering Department  
747 W. Prairie Ave.  
Hayden, Idaho 83835



EASEMENT

THIS AGREEMENT, made and entered into, and effective as of the 14 day of November, 2018, by and between POTLATCHDELTIC LAND & LUMBER, LLC, hereinafter referred to as Grantor; and FRONTIER COMMUNICATIONS NORTHWEST, INC., a Connecticut Corporation, whose business address is 3 High Ridge Park, Stamford, Connecticut 06905, hereinafter referred to as "Grantee", WITNESSETH:

WHEREAS, GRANTOR is the owner of certain lands and premises situated in the County of Benewah, State of Idaho, described as follows, to-wit:

**Part of the SW1/4 SW1/4 of Section 17 and the W1/2 NW1/4 of Section 20, Township 45 North, Range 1 West, B.M., Benewah County, Idaho as depicted on the attached Exhibit B**

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 Benewah, State of Idaho, to-wit:

**As described on the attached Exhibit A and as depicted on the attached Exhibit B**

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

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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  
By POTLATCHDELTIC LAND & LUMBER, LLC  
A Delaware Limited Liability Company

By POTLATCH TIMBERLANDS, LLC  
A Delaware Limited Liability Company  
Its Sole Member/Manager

By POTLATCHDELTIC FOREST HOLDINGS, INC.  
A Delaware Corporation  
Its Sole Member/Manager

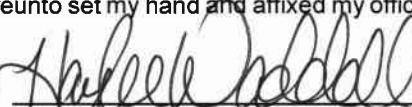
By   
Benjamin D. Ballard  
Senior Manager, Real Estate - Idaho

STATE OF Idaho )  
County of Bernworth ) ss.

On this 14 day of November, 2018, before me, the undersigned, a Notary Public in and for said state, personally appeared BENJAMIN D. BALLARD known to me to be the Senior Manager, Real Estate - Idaho and authorized signor of POTLATCHDELTIC FOREST HOLDINGS, INC. as sole member of POTLATCH TIMBERLANDS, LLC, a Delaware limited liability company, as sole member of POTLATCHDELTIC LAND AND LUMBER, LLC, a Delaware limited liability company, that executed the within instrument, and on behalf of said LLC, acknowledged to me that he executed the same for and on behalf of POTLATCHDELTIC LAND & LUMBER, LLC.

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



  
Notary Public for the State of Idaho  
Residing at Bernworth County therein.  
My commission expires: 7/10/2023

## **Exhibit A**

### **Utility Easement Description**

An easement for ingress, egress and utility purposes, lying over, under and across a part of the SW1/4, of section 17 and a part of the NW1/4, of section 20, all in Township 45 North, Range 1 West, Boise Meridian, Benewah County, Idaho; said easement being 60.00 feet in width, lying 30.00 feet on each side of the following described centerline:

COMMENCING at the Southwest section corner of said section 17, monumented with an iron pipe, 2 inches diameter, with a brass cap, 2-1/2 inches diameter, marked RLS 703, from which the West 1/4 section corner of said section 20, monumented with an iron rod, 5/8 inch diameter, with an aluminum cap, 2 inches diameter, marked PLS 6603, bears South 1°27'57" East, 2672.91 feet (of record as South 0°51'36" East, 2672.99 feet and South 0°51'35" East, 2672.91 feet and South 1°26'34" East, 2673.19 feet) distant;

thence North 0°34'01" East, 146.14 feet (of record as North 1°10'23" East and North 0°33'20" East and North 1°09'02" East and North 0°06'30" West and North 0°37'35" East) along a portion of the West line of said SW1/4, to a point on the southerly right-of-way line of a proposed access and utility easement, said point monumented with an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence, leaving said West line, and traversing said southerly proposed right-of-way line, as follows:

203.15 feet along the arc of a 960.00 foot radius non-tangent curve left, through a central angle of 12°07'29", said curve having a chord bearing North 29°03'45" East, 202.77 feet distant to a point of tangency, said point monumented with an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence North 23°00'00" East, 86.54 feet to a point of curvature, said point monumented with an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence 256.56 feet along the arc of a 360.00 foot radius curve right, through a central angle of 40°50'00", said curve having a chord bearing North 43°25'00" East, 251.17 feet distant to a point of tangency, said point monumented with an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence North 63°50'00" East, 23.90 feet to a point on the centerline of said proposed easement, said point monumented with an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766, the POINT OF BEGINNING of the herein described centerline;

thence, leaving said southerly proposed right-of-way line, and traversing said centerline, as follows:

South 17°00'00" East, 39.20 feet to a point of curvature, said point monumented with an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence 96.34 feet along the arc of a 80.00 foot radius curve left, through a central angle of 69°00'00", said curve having a chord bearing South 51°30'00" East, 90.62 feet distant to a point of tangency, said point monumented with an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence South 86°00'00" East, 84.58 feet to a point of curvature, said point monumented with an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence 222.35 feet along the arc of a 260.00 foot radius curve right, through a central angle of 49°00'00", said curve having a chord bearing South 61°30'00" East, 215.64 feet distant to a point of tangency, said point monumented with an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence South 37°00'00" East, 96.37 feet to a point on tangent, said point monumented with an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence continuing South 37°00'00" East, 328.02 feet to a point of curvature, said point monumented with an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence 120.43 feet along the arc of a 150.00 foot radius curve right, through a central angle of 46°00'00", said curve having a chord bearing South 14°00'00" East, 117.22 feet distant to a point of tangency, said point monumented with an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence South 9°00'00" West, 233.61 feet to an angle point, said point monumented with an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence South 18°00'00" West, 338.39 feet to a point of curvature, said point monumented with an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence 146.57 feet along the arc of a 530.00 foot radius curve left, through a central angle of 15°50'40", said curve having a chord bearing South 10°04'40" West, 146.10 feet distant to a point on curve, said point monumented with an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence continuing 130.94 feet along the arc of said 530.00 foot radius curve left, through a central angle of 14°09'20", said curve having a chord bearing South 4°55'20" East, 130.61 feet distant to a point to be known as **"POINT A"**, said point monumented with an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766, as well as the POINT OF TERMINATION.

The sidelines of this easement are to lengthen or shorten; so as to terminate at the respective property lines.



**AND**

An "turn-around" easement for ingress, egress and utility purposes, lying over, under and across a part of NW1/4 of section 20, Township 45 North, Range 1 West, Boise Meridian, Benewah County, Idaho; said easement being 120.00 feet in diameter, with a radius of 60.00 feet, centered on the aforementioned "POINT A".

**AND**

An easement for ingress, egress and utility purposes, lying over, under and across a part of the SW1/4, of section 17, Township 45 North, Range 1 West, Boise Meridian, Benewah County, Idaho; said easement being 60.00 feet in width, lying 30.00 feet on each side of the following described centerline:

COMMENCING at the Southwest section corner of said section 17, monumented with an iron pipe, 2 inches diameter, with a brass cap, 2-1/2 inches diameter, marked RLS 703, from which the West 1/4 section corner of section 20, Township 45 North, Range 1 West, Boise Meridian, said County, monumented with an iron rod, 5/8 inch diameter, with an aluminum cap, 2 inches diameter, marked PLS 6603, bears South 1°27'57" East, 2672.91 feet (of record as South 0°51'36" East, 2672.99 feet and South 0°51'35" East, 2672.91 feet and South 1°26'34" East, 2673.19 feet) distant;

thence North 0°34'01" East, 146.14 feet (of record as North 1°10'23" East and North 0°33'20" East and North 1°09'02" East and North 0°06'30" West and North 0°37'35" East) along a portion of the West line of said SW1/4, to a point on the southerly right-of-way line of a proposed access and utility easement, said point monumented with an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence continuing North 0°34'01" East, 114.51 feet (of record as North 1°10'23" East and North 0°33'20" East and North 1°09'02" East and North 0°06'30" West and North 0°37'35" East) along a portion of said West line, and leaving said southerly proposed right-of-way line, to a point on the northerly right-of-way line of said proposed access and utility easement, said point monumented with an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence continuing North 0°34'01" East, 783.24 feet (of record as North 1°10'23" East and North 0°33'20" East and North 1°09'02" East and North 0°06'30" West and North 0°37'35" East), and leaving said northerly proposed right-of-way line, along a portion of said West line to a point on the southerly right-of-way line of STATE HIGHWAY No. 3, said point monumented with an iron rod, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence, leaving said West line, and traversing said southerly right-of-way line, as follows:

South 51°24'04" East, 404.26 feet (of record as South 50°47'41" East) to a point of curvature, said point monumented with an iron rod, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence 137.97 feet along the arc of a 3026.36 foot radius curve left, through a central angle of 2°36'43", said curve having a chord bearing South 52°42'26" East, 137.96

feet distant to a point on said northerly proposed right-of-way line, said point monumented with an iron rod, 30 inches long, 5/8 inch diameter, with a plastic cap marked PLS 6766;

thence continuing 30.97 feet along the arc of said 3026.36 foot radius curve left, through a central angle of  $0^{\circ}35'11''$ , said curve having a chord bearing South  $54^{\circ}18'23''$  East, 30.97 feet distant, and leaving said northerly proposed right-of-way line, to a point on curve, said point being on the as-constructed centerline of an existing road, said point also being the POINT OF BEGINNING of the herein described centerline;

thence, leaving said southerly right-of-way line, and traversing said centerline, as follows:

56.29 feet along the arc of a 150.00 foot radius non-tangent curve right, through a central angle of  $21^{\circ}30'04''$ , said curve having a chord bearing South  $59^{\circ}14'58''$  West, 55.96 feet distant to a point of tangency;

thence South  $70^{\circ}00'00''$  West, 83.19 feet to an angle point;

thence South  $63^{\circ}50'00''$  West, 46.52 feet to a point of curvature;

thence 277.94 feet along the arc of a 390.00 foot radius curve left, through a central angle of  $40^{\circ}50'00''$ , said curve having a chord bearing South  $43^{\circ}25'00''$  West, 272.10 feet distant to a point of tangency;

thence South  $23^{\circ}00'00''$  West, 86.54 feet to a point of curvature;

thence 151.64 feet along the arc of a 930.00 foot radius curve right, through a central angle of  $9^{\circ}20'32''$ , said curve having a chord bearing South  $27^{\circ}40'16''$  West, 151.47 feet distant to a point on said West line of said SW1/4, of said section 17, the POINT OF TERMINATION.

The sidelines of this easement are to lengthen or shorten; so as to terminate at the West line of said section 17, and at the southerly right-of-way line of STATE HIGHWAY No. 3, respectively.

**SUBJECT TO AND TOGETHER WITH**

any easements, rights, restrictions or reservations of record or view

## Exhibit B

