



**201809140067**

09/14/2018 01:01 PM Pages: 1 of 6 Fees: \$104.00  
Skagit County Auditor

AFTER RECORDING RETURN TO:

PORT OF SKAGIT  
15400 Airport Drive  
Burlington, WA 98233

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

SEP 14 2018

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

**TELECOMMUNICATIONS EASEMENT**

Grantor: DRAINAGE & IRRIGATION IMPROVEMENT DISTRICT #15, a special purpose district

Grantee: PORT OF SKAGIT COUNTY, a Washington public port district and municipal corporation

Short Legal: A Ptn of Section 31, Township 34 North, Range 3 East, W.M.

Assessor's Parcel No.: P20862, P22961, P22960

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, DRAINAGE & IRRIGATION IMPROVEMENT DISTRICT #15, a special purpose district ("GRANTOR" herein), hereby grants and conveys to the PORT OF SKAGIT COUNTY, a Washington public port district pursuant to Title 53 RCW ("GRANTEE" herein) its successors, assigns, lessees, licensees, and agents, a nonexclusive perpetual easement to construct, reconstruct, maintain, repair, locate and replace an underground fiber optic telecommunication line or lines within the easement area, subject to the terms and conditions set forth, under, along, across and through the following described real property (the "Property" or "Property Area" herein) in Skagit County, Washington:

A tract of land 14.5 feet wide along and adjoining the southerly side, and another tract 10.5 feet wide along and adjoining the northerly side, of the following described land: a strip of land 75 feet wide in Governments lots 1 and 2 of Section 31, Township 34 North, Range 3 East, W.M., said strip being 18.10 feet on the southwesterly side and 56.90 feet on the northeasterly side of the following described center line: Beginning at a point on the right bank of Sullivan slough from which point the west quarter section corner of said Section 31, Township 34 North, Range 3 East, W.M., bears S 57°55'W a distance of 1202.0 feet; thence N 37°14'W a distance of 1689.04 feet; thence N 89°52'W a distance of 6.16 feet to a point on the west line of said Section 31. Also another tract 100 feet wide in said Section

31 said strip being 32.6 feet on the southwesterly side, and 67.4 feet on the northeasterly side of the following described line: Beginning at a point on the right bank of Sullivan slough, from which point the west quarter section corner of said Section 31 bears S 57°55' W a distance of 1202.0 feet; thence S 37°14' E 60 feet more or less to Sullivan slough; All the tracts, less county roads, contain 1.11 acres.

Situate in the County of Skagit, State of Washington. (As shown in the Deed recorded at Skagit County Auditor's File No. 282020, dated April 11, 1936.) ("Property Area")

Except as *may* be otherwise set forth herein GRANTEE's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

EASEMENT AREA LEGAL – North 10.5 feet of above legal description.

**Terms and Conditions:**

- 1. Purpose.** GRANTEE shall have the right to use the Easement Area to construct, reconstruct, maintain, repair, locate and replace a fiber optic telecommunication line or lines and associated appurtenances. Prior to initial construction of all or a portion of its systems, the GRANTEE shall stake out the location of the Easement Area on the ground, and notify GRANTOR for inspection of the location of the Easement Area and location of the planned lines and facilities within the Easement Area.

This grant of Easement shall not include the use of the surface of the Easement Area, except for the incidental use thereof in exercising the rights granted herein, and no permanent aboveground installation shall be made or maintained by GRANTEE within the Easement Area, except as may be permitted by GRANTOR in writing.

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

- 2. As-Built.** Within 30 days following construction of all or a portion of its systems allowed under this instrument, GRANTEE shall provide as-built drawings and maps to GRANTOR showing the location, type, and depth of GRANTEE's facilities at no cost to GRANTOR. Upon request of GRANTOR, GRANTEE shall provide field location of its facilities to GRANTOR, at no cost or expense to GRANTOR.
- 3. Restoration.** Upon completion of construction, or any subsequent operation or activity affecting the surface of the Easement Area, GRANTEE shall restore the surface area to its pre-existing condition, leaving it smooth and even with the surrounding ground, and

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**GRANTOR: DRAINAGE & IRRIGATION IMPROVEMENT DISTRICT #15**

**GRANTEE: PORT OF SKAGIT COUNTY**

restore, repair, or replace any improvements of GRANTOR and make good on all damages occasioned thereby.

4. **Reimbursement.** GRANTEE shall reimburse GRANTOR for any and all losses and damages to any growing crops occasioned by GRANTEE's use of the Easement.
5. **Non-Interference.** GRANTEE shall locate and install all underground lines at such a depth as not to interfere with GRANTOR's use of said Property and Easement Area for ordinary and customary ditch maintenance and farming practices, such as cleaning, depositing spoils, spreading spoils, reshaping, plowing, seeding, fertilizing, other tillage practices, and the grazing of livestock. In the event said lines interfere with said practices, whether by reason of surface erosion, shifting of top soil, or for any other reason, GRANTEE shall either remove said lines or reinstall them at such a depth so as not to interfere with said farm/easement practices, all at no cost or expense to the GRANTOR. GRANTEE does not anticipate the need to laterally cross the GRANTOR's ditch but if the GRANTEE installs any line within 3 feet of the top of the bank of any of GRANTOR's ditches, the GRANTEE shall install the lines at a depth of 36" below the bottom of the cleaned out ditch.
6. **Easement Area Clearing and Maintenance.** GRANTEE 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. GRANTEE 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.
7. **GRANTOR's Use of Easement Area.** GRANTOR reserves the right to use the Easement Area for any purpose not inconsistent with the rights granted herein, provided, however, GRANTOR shall not excavate within or otherwise change the grade of the Easement Area (except as provided herein), or construct or maintain any buildings or structures on the Easement Area.
8. **Indemnity.** GRANTEE agrees to indemnify GRANTOR from and against liability incurred by GRANTOR as a result of the negligence of GRANTEE or its contractors in the exercise of the rights herein granted to GRANTEE, but nothing herein shall require GRANTEE to indemnify the GRANTOR for that portion of any such liability attributable to the negligence of GRANTOR or the negligence of others.
9. **Termination.** The rights herein granted shall continue until such time as GRANTEE terminates such right by written instrument. If terminated any improvements remaining in the Easement Area shall become the property of GRANTOR, at the election of the GRANTOR, or GRANTOR may require GRANTEE to remove the improvements and abate any environmental contamination caused by GRANTEE's property or GRANTEE. No termination shall be deemed to have occurred by GRANTEE's failure to install its systems on the Easement Area.

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**GRANTOR: DRAINAGE & IRRIGATION IMPROVEMENT DISTRICT #15**

**GRANTEE: PORT OF SKAGIT COUNTY**

**10. Relocation**

In the event that it is necessary to relocate the Easement Area, as determined in the reasonable discretion of GRANTOR, for the operation, use, maintenance, repair, construction or installation of GRANTOR-owned improvements within the Easement Area, GRANTOR shall: (a) provide at least 6 months' written notice to GRANTEE, including reasonably detailed information regarding GRANTOR's plans and specifications for the improvements (the "Relocation Notice"); and (b) to provide an alternative location for the Easement Area within the Property Area. GRANTOR and GRANTEE will amend this easement to reflect the new location. Following receipt of the Relocation Notice, GRANTEE shall use reasonable efforts to relocate the EASEMENT AREA within the time frame specified. All cost and expense of said relocation shall be borne by the GRANTOR.

**11. Successors and Assigns.** GRANTEE 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 4<sup>th</sup> day of September, 2018

**GRANTOR:**By: B. Jennings HartCommissioner B. JENNINGS HARTBy: Steven R. EldeCommissioner STEVEN R ELDEBy: Zachary S. BarbermanCommissioner Zachary S Barberman**GRANTEE:**By: [Signature]

By: \_\_\_\_\_

Approved as to form:

[Signature]

Peter C. Ojala, Attorney for DIID#15

TELECOMMUNICATIONS EASEMENT

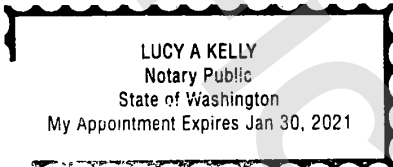
GRANTOR: DRAINAGE & IRRIGATION IMPROVEMENT DISTRICT #15

GRANTEE: PORT OF SKAGIT COUNTY

STATE OF WASHINGTON )  
 ) ss  
 COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that B. JENNINGS HART as the COMMISSIONER of DRAINAGE & IRRIGATION IMPROVEMENT DISTRICT #15, a special purpose district, is the person(s) who appeared before me, and said person(s) acknowledged that he / she signed this instrument, and stated he / she was duly authorized and executed the forgoing instrument as the free and voluntary act of such party for the use and purposes herein mentioned.

Given Under My Hand and Official Seal this 17<sup>th</sup> day of August, 2018



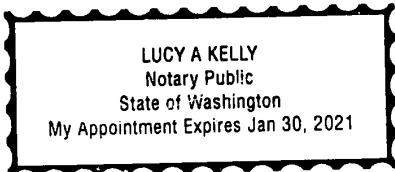
Lucy A. Kelly  
 (Signature)  
Lucy A. Kelly  
 (Print Name)

NOTARY PUBLIC in and for  
 the State of Washington  
 My commission expires: 01/30/2021

STATE OF WASHINGTON )  
 ) ss  
 COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that STEVEN ELDE as the COMMISSIONER of DRAINAGE & IRRIGATION IMPROVEMENT DISTRICT #15, a special purpose district, is the person(s) who appeared before me, and said person(s) acknowledged that he / she signed instrument, and stated he / she was duly authorized and executed the forgoing instrument as the free and voluntary act of such party for the use and purposes herein mentioned.

Given Under My Hand and Official Seal this 20<sup>th</sup> day of August, 2018



Lucy A. Kelly  
 (Signature)  
Lucy A. Kelly  
 (Print Name)

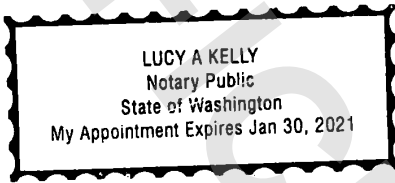
NOTARY PUBLIC in and for  
 the State of Washington  
 My commission expires: 01/30/2021

TELECOMMUNICATIONS EASEMENT  
 GRANTOR: DRAINAGE & IRRIGATION IMPROVEMENT DISTRICT #15  
 GRANTEE: PORT OF SKAGIT COUNTY

STATE OF WASHINGTON )  
 ) ss  
 COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that ZACHARY BARBORINAS as the Commissioner of DRAINAGE & IRRIGATION IMPROVEMENT DISTRICT #15, a special purpose district, is the person(s) who appeared before me, and said person(s) acknowledged that he / she signed this instrument, and stated he / she was duly authorized and executed the forgoing instrument as the free and voluntary act of such party for the use and purposes herein mentioned.

Given Under My Hand and Official Seal this 20<sup>th</sup> day of August, 2018



Lucy A. Kelly  
 (Signature)  
Lucy A. Kelly  
 (Print Name)

NOTARY PUBLIC in and for  
 the State of Washington  
 My commission expires: 01/30/2021

STATE OF WASHINGTON )  
 ) ss  
 COUNTY OF SKAGIT )

I certify that I know or have satisfactory evidence that Patricia H. Botsford-Martin as the Executive Director of PORT OF SKAGIT COUNTY, a Washington public port district and municipal corporation, is the person(s) who appeared before me, and said person(s) acknowledged that he / she signed this instrument, and stated he / she was duly authorized and executed the forgoing instrument as the free and voluntary act of such party for the use and purposes herein mentioned.

Given Under My Hand and Official Seal this 4<sup>th</sup> day of September, 2018



Sarah M. G. Hastings  
 (Signature)  
Sarah M. G. Hastings  
 (Print Name)

NOTARY PUBLIC in and for  
 the State of WASHINGTON  
 My commission expires: 9/19/18

TELECOMMUNICATIONS EASEMENT  
 GRANTOR: DRAINAGE & IRRIGATION IMPROVEMENT DISTRICT #15  
 GRANTEE: PORT OF SKAGIT COUNTY