

201902140023

02/14/2019 12:29 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

20190214
FEB 14 2019

Amount Paid \$ 91.79
Skagit Co. Treasurer
By *ML* Deputy

TELECOMMUNICATIONS EASEMENT

Grantor: John R. Zaccardi and Patrice Lin Zaccardi, husband and wife
Grantee: PORT OF SKAGIT COUNTY, a Washington public port district and municipal corporation
Short Legal: A Ptn of Section 16, Township 34 North, Range 3 East, W.M.
Assessor's Parcel No.: P22045

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, John R. Zaccardi and Patrice Lin Zaccardi, husband and wife ("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" herein) in Skagit County, Washington:

P22045

The North 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 16, Township 34 North, Range 3 East, W.M., EXCEPT Young and Bradshaw Roads.

Situate in the County of Skagit, State of Washington.

SUBJECT TO: Continuation of farm and agricultural tax classification as disclosed by notice recorded April 26, 1971 and September 4, 1974, under Auditor's File Nos. 751693 and 806736 and subject to the provisions of RCW 84.34.

Except as *may* be otherwise set forth herein GRANTEE's rights shall be exercised upon that portion of the Property ("Easement Area" herein), or as may be relocated, depicted on Exhibit A, hereto.

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.

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. 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 restore, repair, or replace any improvements of GRANTOR and make good on all damages occasioned thereby. If GRANTEE must alter GRANTOR's sign, in any manner, GRANTEE shall restore the sign to GRANTOR'S standards and satisfaction.
- 3. Non-Interference.** GRANTEE shall locate and install all underground lines at such a depth as not to interfere with GRANTOR's use of said Easement Area for ordinary and customary veterinary practices. In the event said lines interfere with said practices, , GRANTEE shall either remove said lines or reinstall them at such a depth so as not to interfere with said practice, all at no cost or expense to the GRANTOR. GRANTEE's use of said Easement Area to construct, reconstruct, maintain, repair, locate and replace a fiber optic telecommunication line or lines and associated appurtenances shall not interfere with or interrupt GRANTOR's veterinary business located on the Property. In the event said lines interfere with or interrupt GRANTOR's veterinary business, GRANTEE shall compensate GRANTOR.
- 4. 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.

5. **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 or construct or maintain any buildings or structures on the Easement Area.
6. **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.
7. **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. No termination shall be deemed to have occurred by GRANTEE's failure to install its systems on the Easement Area.
8. **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 31st day of January, 20 19

GRANTOR:

By: 
John R. Zaccardi

By: 
Patrice Lin Zaccardi

TELECOMMUNICATIONS EASEMENT
GRANTOR: ZACCARDI
GRANTEE: PORT OF SKAGIT COUNTY

EXHIBIT A
Easement Area Depiction

See Attached

TELECOMMUNICATIONS EASEMENT
GRANTOR: ZACCARDI
GRANTEE: PORT OF SKAGIT COUNTY



DETAIL	
	200' EASEMENT 10' INSIDE PROPERTY LINE FROM WSDOT ROW
	WSDOT ROW
	SKAGITNET FIBER

P-1 **PLAN VIEW**

3				AS-BUILT
2				REVISION
1				ORIGINAL
NO.	DATE	DRAFTER	COMMENT	

RedLine Design

DESIGN FIRM: REDLINE DESIGN, INC.
 PROJECT NUMBER:
 LOCATIONS:
 CONFIDENTIAL/PROPRIETARY

13'

CONFIDENTIAL DOCUMENT