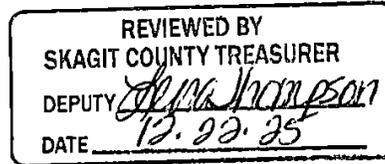


AFTER RECORDING RETURN TO

PORT OF SKAGIT COUNTY  
15400 AIRPORT DRIVE  
BURLINGTON, WA 98233

202512220088

12/22/2025 04:10 PM Pages: 1 of 7 Fees: \$309.50  
Skagit County Auditor



**TEMPORARY CONSTRUCTION EASEMENT**

GRANTOR(S): **MONTAGUE FARM**, a Washington general partnership

GRANTEE(S): **Port of Skagit County**, a Washington public purpose district

ASSESSOR'S TAX PARCEL NUMBER(S): **P15632**

THIS EASEMENT is given this 2<sup>nd</sup> day of December, 2025, by **MONTAGUE FARM**, a Washington general partnership, in care of **JOHN M. MARTIN** or **RORY MARTIN** ("Grantor"), whose mailing address is 15736 MOORE ROAD, MT. VERNON, WA 98273 to **Port of Skagit County**, a Washington public port district ("Grantee"). As used herein, the term "Grantor" shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the "property" (as hereinafter defined) and the term "grantee" shall include any successor or assignee of Grantee.

**WITNESSETH**

WHEREAS, Grantor is the fee simple owner of certain lands situated in Skagit County, Washington, and more specifically described in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, Grantor has agreed to grant and convey to Grantee, a temporary non-exclusive access easement over, on, under, upon, and across the Property for the specific and limited purposes set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, together with other good and valuable consideration provided to Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a temporary easement for and in favor of Grantee upon the Property described on Exhibit "A" which shall run with the land and be binding upon the Grantor and which Temporary Easement Area is depicted on Exhibit "B", and shall remain in full force and effect for the duration provided below.

The scope, nature, and character of this Easement shall be as follows:

1. Recitals. The recitals herein are true and correct and are hereby incorporated into and made a part of this Easement.
2. Purpose. It is the purpose of this Easement to grant a temporary non-exclusive access easement over, on, under, and across the Property at all times to perform all acts necessary to ensure completion of Grantee's fiber optic project, all of which Grantee shall be authorized to perform in its sole discretion.
3. No Dedication. No right of access by the general public to any portion of the Property is conveyed by this Easement.
4. Grantee's Liability. 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. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of this Easement.
5. Restoration. Upon completion of construction, 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.
6. Reimbursement. GRANTEE shall reimburse GRANTOR for any and all losses and damages to any growing crops occasioned by GRANTEE's use of the Easement.
7. Duration. This Easement shall remain in full force and effect until the Grantee's fiber optic project that relates to the Property is successfully completed (as indicated in writing by Grantee) or within 2 years from the date this Easement is recorded (whichever date is earlier), unless otherwise extended in writing by Grantor and Grantee. This Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Skagit County, Washington.





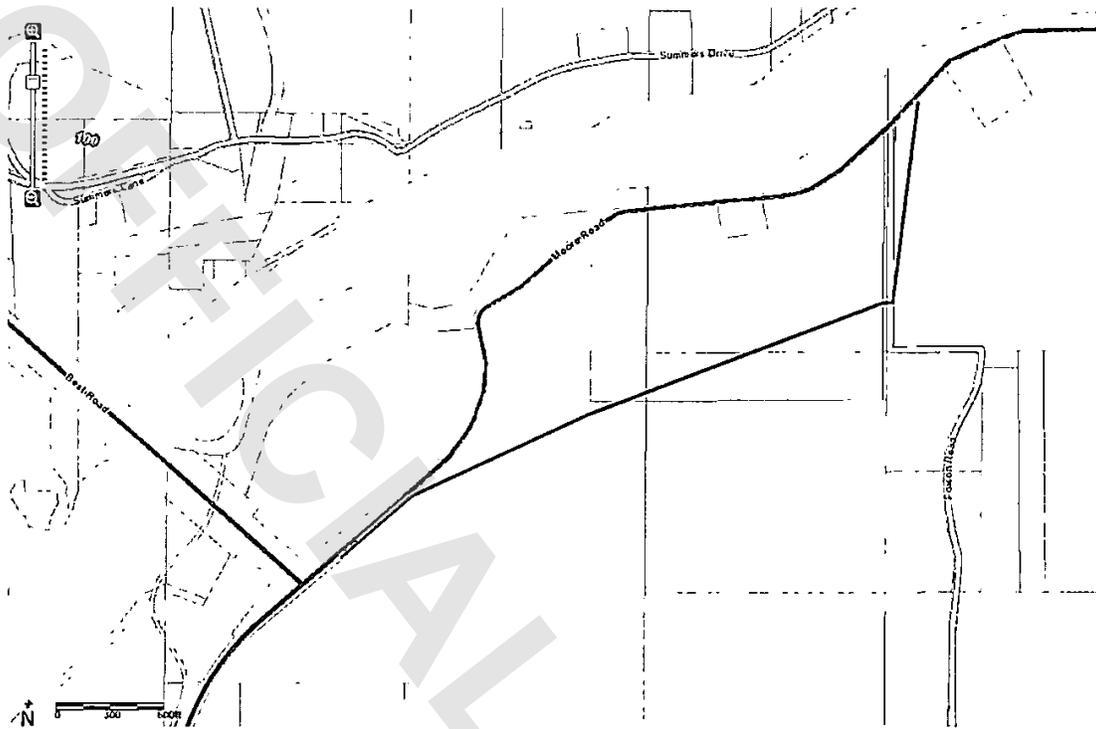
**EXHIBIT A  
GRANTOR'S PROPERTY LEGAL DESCRIPTION**

(25.5300 ac) CU FARM AND AGRICULTURE #289 AUDITORS FILE #760354 1973  
TRANSFER AUDITORS FILE #807437 DIKE 22: GOVERNMENT LOT 6, SECTION 10,  
TOWNSHIP 33 NORTH, RANGE 3 EAST, W. M., EXCEPT ROAD AND EXCEPT PORTION  
TO DIKE DISTRICT #13 AND DT RIGHT OF WAY EXCEPT ROLL TRACT #0-014

TEMPORARY CONSTRUCTION EASEMENT  
GRANTOR: JOHN M. MARTIN OR RORY MARTIN P15632  
GRANTEE: PORT OF SKAGIT

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**EXHIBIT B  
TEMPORARY EASEMENT GRAPHIC DEPICTIONS**



**TEMPORARY CONSTRUCTION EASEMENT  
GRANTOR: JOHN M. MARTIN OR RORY MARTIN P15632  
GRANTEE: PORT OF SKAGIT**



TEMPORARY CONSTRUCTION EASEMENT  
GRANTOR: JOHN M. MARTIN OR RORY MARTIN P15632  
GRANTEE: PORT OF SKAGIT