

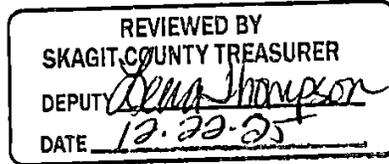


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12/22/2025 04:10 PM Pages: 1 of 6 Fees: \$308.50
Skagit County Auditor

AFTER RECORDING RETURN TO:

PORT OF SKAGIT
15400 Airport Drive
Burlington, WA 98233



TELECOMMUNICATIONS EASEMENT

Grantor: MONTAGUE FARM, a Washington General Partnership
Grantee: PORT OF SKAGIT COUNTY, a Washington public port district and municipal corporation
Short Legal: A Ptn of Section 10, Township 33 North, Range 3 East, W.M.
Assessor's Parcel No.: P15632

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are acknowledged, **MONTAGUE FARM**, a Washington general partnership in care of **JOHN M. MARTIN OR RORY MARTIN** ("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:

P15632
(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

Situate in the County of Skagit, State of Washington.

Except as *may* be otherwise set forth herein GRANTEE's rights shall be exercised upon that portion of the Property ("Easement Area" herein) as depicted in Exhibit A: The 10' easement, 5' on either side of the line.

SUBJECT TO: Continuation of farm and agricultural tax classification as disclosed by notice recorded on November 9, 1971 and September 18, 1974 under Auditor's File Nos. 760354 and 807437, and subject to the provisions of RCW 84.34.

Terms and Conditions:

- 1. Purpose.** GRANTEE shall have the right to use the Easement Area to construct, reconstruct, maintain, repair, and replace a fiber optic telecommunication line or lines and associated appurtenances. Fiber optic shall be installed at a depth no shallower than 6' below finished grade installed via boring or directional drilling.

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.

- 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.
- 3. Reimbursement.** GRANTEE shall reimburse GRANTOR for any and all losses and damages to any growing crops occasioned by GRANTEE's use of the Easement.
- 4. 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 farming practices, such as plowing, seeding, fertilizing, and 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 practices, all at no cost or expense to the GRANTOR.
- 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 to a depth greater than 5' 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.

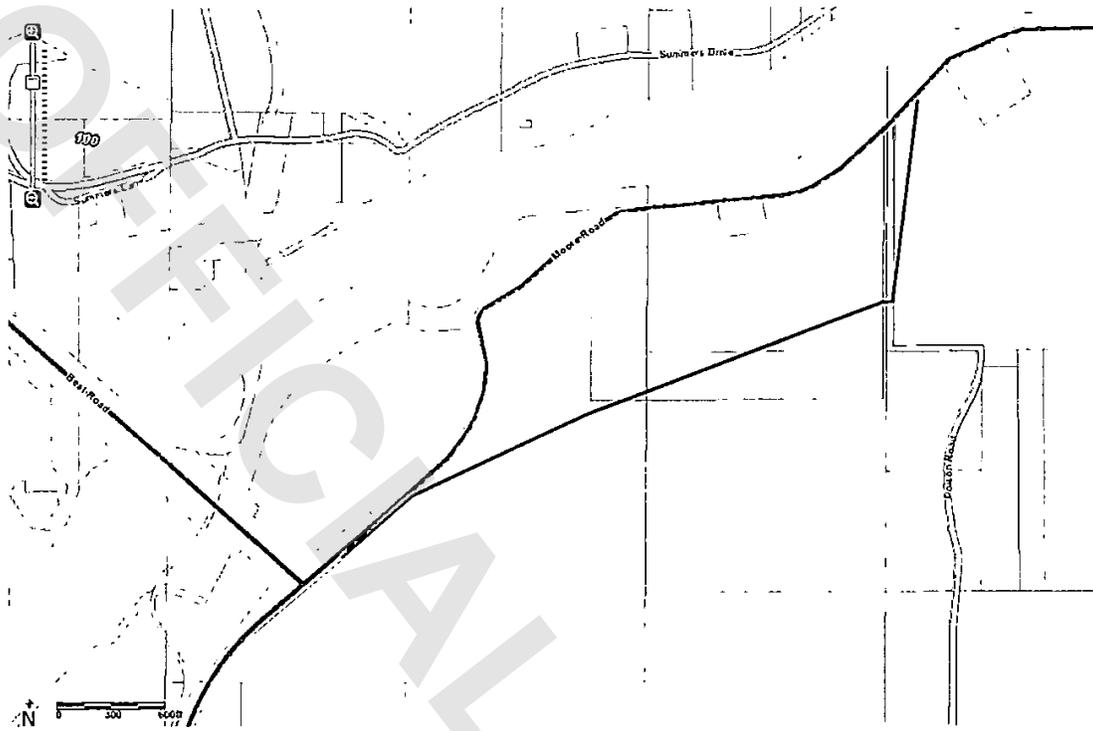
TELECOMMUNICATIONS EASEMENT

GRANTOR: JOHN M. MARTIN OR RORY MARTIN P15632

GRANTEE: PORT OF SKAGIT COUNTY

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.

**EXHIBIT A
EASEMENT GRAPHIC DEPICTIONS**



**TELECOMMUNICATIONS EASEMENT
GRANTOR: JOHN M. MARTIN OR RORY MARTIN P15632
GRANTEE: PORT OF SKAGIT COUNTY**



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