

Return Address:

Public Utility Dist No 1

PO Box 1436

MOUNT VERNON, WA 98273



201512170007

Skagit County Auditor

\$82.00

12/17/2015 Page

1 of

10 10:58AM

Document Title:

Grant of Fall Zone Easement

Reference Number (if applicable):

Grantor(s):

☐ additional grantor names on page ____.

1) PUD No 1 of Skagit Co

2) _____

Grantee(s):

☐ additional grantor names on page ____.

1) Seattle SMSA Ltd Ptnp dba Verizon Wireless

2) _____

Abbreviated Legal Description:

☐ full legal on page(s) ____.

P4ns18-34-2 SE NE

Assessor Parcel /Tax ID Number:

☐ additional parcel numbers on page ____.

340217-2-011-0002

340218-1-003-0003

340218-1-003-0100

GRANT OF FALL ZONE EASEMENT

THIS GRANT OF FALL ZONE EASEMENT ("**Easement**") is dated as of the ____ day of _____, 201____, by Public Utility District No. 1 of Skagit County (hereinafter collectively "**Grantor**") and Seattle SMSA Limited Partnership d/b/a Verizon Wireless, (hereinafter "**Grantee**").

WHEREAS, Grantor is the owner of certain real property at 7004 Sunrise Estates, Anacortes, Skagit County, Washington, legally described in **Exhibit "A"** attached hereto (the "**Property**").

WHEREAS, Grantee is the owner of a leasehold estate in certain real property legally described in **Exhibit "B"** attached hereto (the "**Leased Premises**"), pursuant to a Land Lease Agreement dated June 2, 2014 (the "**Lease**"); the Leasehold is within or adjacent to the Property.

WHEREAS, Grantee built or intends to build and maintain a communications facility on the Leased Premises.

WHEREAS, Grantor has agreed to convey to Grantee a fall zone easement on a portion of the Property (the "**Easement Area**"), as described in Exhibit "C" attached hereto and made a part hereof.

NOW, THEREFORE, for and in consideration of the covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties hereto, the parties agree as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee, its successors and assigns, a non-exclusive easement over and across the Easement Area for the purpose of a fall zone. Each party shall utilize its estate in a manner which will minimize interference with the other party's use of its estate.
2. **Compensation.** Within forty-five (45) days of the complete execution by the parties of this Easement, Grantee agrees to pay to Grantor a one-time payment of \$2,550.00 for the term of this Easement.
3. **No Structures.** Grantor hereby covenants for and on behalf of itself, its heirs, successors or assigns, that neither it, nor any of them, shall construct or permit to be constructed, any building or any other structure within the Easement Area. Grantor shall take no action within the Easement Area that is inconsistent with the purpose of the Easement.
4. **Term.** The easement, rights, and privileges herein granted shall be for a term coinciding with the term of the Lease, including any renewals thereof, and shall, without any further action on the part of Grantor or Grantee, terminate immediately upon the termination of the Lease. Upon termination of this Easement for any reason, at Grantor's request Grantee shall execute with acknowledgement and deliver a notice of termination in form suitable for recording in the official records of the County.

5. **Indemnification.** Grantee agrees to indemnify, defend and hold Grantor harmless from and against any direct injury, loss, damage or liability, costs or expenses (including reasonable attorneys' fees and court costs) resulting from its use of the Easement Area, except to the extent attributable to the negligent or intentional act or omission of Grantor or its servants or agents. Grantor agrees to indemnify, defend and hold Grantee harmless from and against any and all direct injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising from the actions or failure to act of Grantor or its agents, except to the extent attributable to the negligent or intentional act or omission of Grantee or its servants or agents.
6. **Insurance.** Grantee will carry, at its own cost and expense, the following insurance: (i) commercial general liability insurance with a minimum limit of liability of \$1,000,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (ii) Workers' Compensation Insurance as required by law. Grantee will name the Grantor as an additional insured under its commercial general liability policy. Notwithstanding anything in this Easement, with respect to all loss, damage, or destruction to a party's property (including rental value and business interruption) occurring during the term of this Easement, Grantor and Grantee hereby release and waive all claims (except for willful misconduct) against the other party and its employees, agents, officers, and directors. With respect to property damage, each party hereby waives all rights of subrogation against the other party, but only to the extent that collectible commercial insurance is available for said damage.
7. **Assignment.** Grantee may, at its discretion and upon written notification to Grantor, assign and delegate all or any portion of its rights and liabilities under this Easement in connection with any assignment of the Lease, or sublease or license of all or a portion of the Leased Premises, without Grantor's consent.
8. **Dominant and Servient Tenements.** This Easement is granted for the benefit of the Leased Premises, and is appurtenant to the Leased Premises. The Leased Premises are the dominant tenement and the Property is the servient tenement.
9. **Entire Agreement.** This Easement constitutes the entire agreement between Grantor and Grantee relating to the above easement. Any prior agreements, promises, negotiations or representations not expressly set forth in this Easement are of no force and effect.
10. **Binding Effect.** This Easement shall be binding on and the benefits and obligations of this Easement shall inure to the heirs, executors, administrators, successors and assigns of Grantor and Grantee.
11. **Amendments.** Any modification or other termination of this Easement shall become effective only upon the execution by Grantor and Grantee of a written instrument.

12. **Recording.** Grantor shall execute a Memorandum of this Fall Zone Easement concurrent with its execution of this Easement, and any amended Memorandum of Easement reflecting any material modifications to this Easement, which Grantee may record in the office of the County Clerk of Skagit County, Washington.

IN WITNESS WHEREOF, this Grant of Easement has been executed and delivered as of the day and year first above written.

GRANTOR: Public Utility District No. 1 of Skagit County

By: PUD No. 1 of Skagit
Name: Vanessa Deller
Title: Interim Manager
Date: 12-16-2015

GRANTEE: Seattle SMSA Limited Partnership d/b/a Verizon Wireless
By Celco Partnership, its General Partner

By: [Signature]
Name: James A. Wales
Title: Executive Director - Network
Date: 12/5/15

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

DEC 17 2015

Amount Paid \$
Skagit Co. Treasurer
By [Signature] Deputy

GRANTOR ACKNOWLEDGMENT

STATE OF Washington)
COUNTY OF Skagit) ss.

On this 14 day of December, 2015, before me, a Notary Public in and for the State of Washington, personally appeared Vanessa Dales, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that He/She was authorized to execute the instrument, and acknowledged it as the Interim General Manager of Public Utility District No. 1 of Skagit County, to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.



Catherine M. Price
NOTARY PUBLIC in and for the State of Washington
residing at Mount Vernon
My appointment expires 02/09/2016
Print Name Catherine M. Price

GRANTEE ACKNOWLEDGMENT

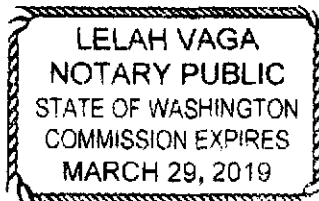
STATE OF WASHINGTON)

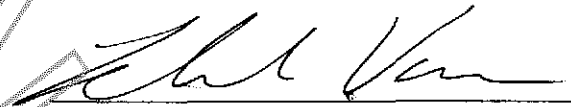
) ss.

COUNTY OF KING)

On this 5th day of December, 2015, before me, a Notary Public in and for the State of Washington, personally appeared James A. Wales, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as the Executive Director - Network of Seattle SMSA Limited Partnership d/b/a Verizon Wireless, By Cellco Partnership, Its General Partner, to be the free and voluntary act and deed of said party for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.




NOTARY PUBLIC in and for the State of WA,

residing at _____ King County

My appointment expires _____ March 29, 2019

Print Name _____ Lelah Vaga

EXHIBIT "A"
The "Property"

State: Washington

County: Skagit

City: Anacortes

Parcel Numbers: 340217-2-011-0002, 340218-1-003-0003

PARCEL "B":

A portion of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 18, Township 34 North, Range 2 East, W.M., being more particularly described as follows:

Beginning at the Southwest corner of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 18, thence North $00^{\circ}58'17''$ West along the West line of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, a distance of 389.17 feet to the true point of beginning; thence continuing North $0^{\circ}58'17''$ West, 208.00 feet; thence North $89^{\circ}01'43''$ East, a distance of 104.00 feet; thence South $0^{\circ}58'17''$ East, a distance of 208.00 feet; thence South $89^{\circ}01'43''$ West, a distance of 104.00 feet to the true point of beginning.

Situate in County of Skagit, State of Washington.

EXHIBIT "B"

The "Leased Premises"

State: **Washington**

County: **Skagit**

Parcel Number: **340218-1-003-0100 (P113958)**

Legal Description (if available):

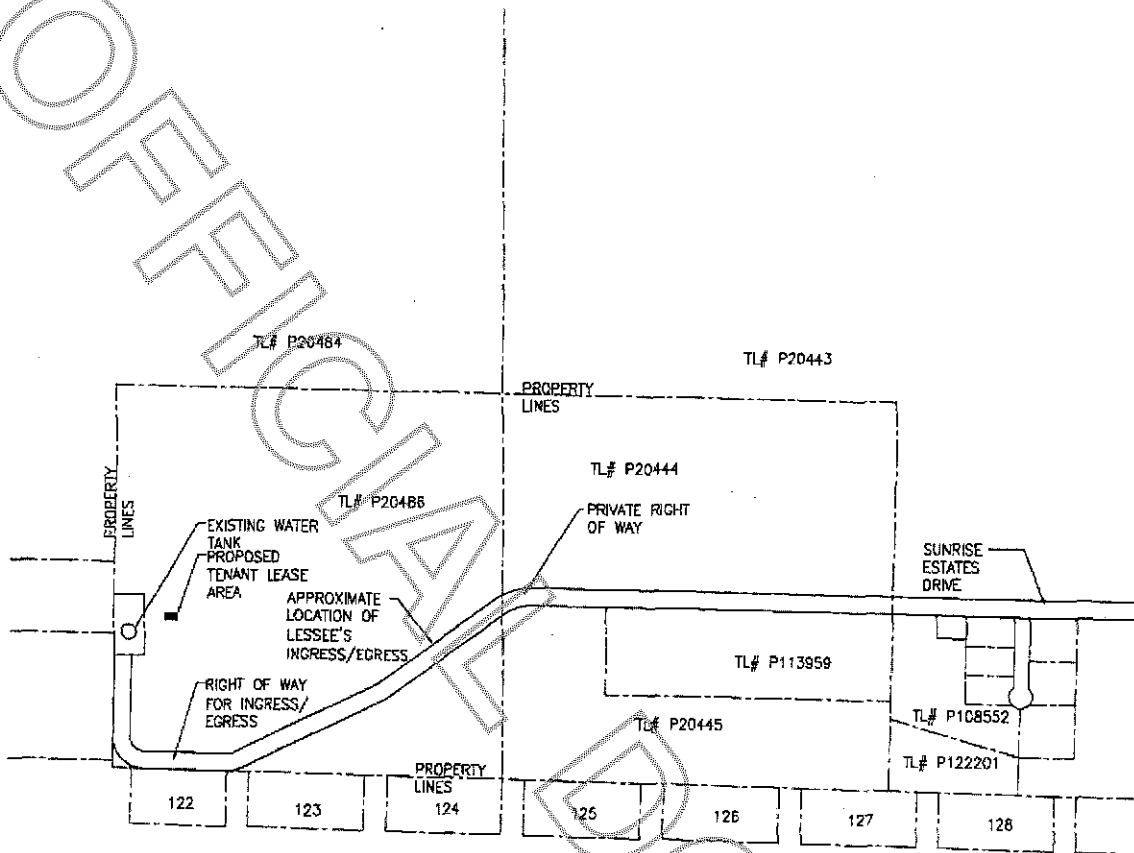
County of Skagit, State of Washington:

The Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 18, Township 34 North, Range 2 East, W.M..

EXCEPT a portion of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 18, Township 34 North, Range 2 East, W.M., being more particularly described as follows:

Beginning at the Southwest corner of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 18; thence North $00^{\circ}58'17''$ West along the West line of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, a distance of 389.17 feet to the true point of beginning; thence continuing North $0^{\circ}58'17''$ West, 208.00 feet; thence North $89^{\circ}01'43''$ East, a distance of 104.00 feet; thence South $0^{\circ}58'17''$ East, a distance of 208.00 feet; thence South $89^{\circ}01'43''$ West, a distance of 104.00 feet to the true point of beginning.

EXHIBIT "C" (Page 1 of 2)
Easement Area



OVERALL SITE PLAN
NOT TO SCALE



EXHIBIT "C" (Page 2 of 2)

PROPERTY LINE

ADJACENT PROPERTY OWNER: SKAGIT COUNTY PUD

TOWER FALL ZONE AREA: 2550 SQ. FT.

(2) 20'x20' FUTURE COLLOCATION COMPOUNDS

100'-0"±

125'-0"

TOWER FALL ZONE

APPROX. LOCATION OF LESSEE'S LEASE AREA - 800 SQ. FT.

89'-0"±

40'-0"

66'-0"±

20'-0"

EXISTING WATERTANK

EXIST. METER

EXIST. TRANSFORMER

EXIST. GATE

EXIST. FENCE

EXIST. BOLLARD, TYP.

PROPERTY LINE

SUNRISE ESTATES DRIVE

APPROX. LOCATION OF LESSEE'S UTILITIES

APPROX. LOCATION OF LESSEE'S INGRESS/EGRESS

NEW ACCESS & UTILITY EASEMENT

NEW 12'-0" GRAVEL ACCESS ROAD

EXIST. 14'-0" GRAVEL ROAD

EXIST. ACCESS & UTILITY EASEMENT

NOTE: REMOVE EXISTING TREES & BRUSH AS REQUIRED FOR NEW ROAD AND SITE

ENLARGED SITE PLAN
NOT TO SCALE

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