



200405190004
Skagit County Auditor

5/19/2004 Page 1 of 9 8:56AM

Document Title:
Facilities Easement Agreement

LAND TITLE OF SKAGIT COUNTY
LAND TITLE OF SKAGIT COUNTY

Reference Number:

Grantor(s):

additional grantor names on page ____.

1. Michael D. Garvey
2. Lynn M. Garvey

Grantee(s):

additional grantee names on page ____.

1. Comcast of Washington IV, Inc.
- 2.

Abbreviated legal description:

full legal on page(s) ____.

A five (5) foot strip of land within the vacated portion of Forwell Street that will be fully surveyed and described during the as-built portion of the construction project. The more detailed legal description will be recorded as an amendment to this easement agreement upon completion of the project.

R-34-2

Assessor Parcel / Tax ID Number:

additional tax parcel number(s) on page ____.

P65005

UNOFFICIAL DOCUMENT

FACILITIES EASEMENT AGREEMENT

THIS FACILITIES EASEMENT AGREEMENT ("Agreement") is made and entered into this 27 day of FEBRUARY 2004 (the "Effective Date") by Michael D and Lynn M Garvey ("Grantor"), and Comcast of Washington IV, Inc., a Washington corporation ("Grantee").

Recitals

- A. Grantor is the fee owner of certain real property located in the County of Skagit, State of Washington, as more particularly shown on Exhibit A attached hereto and incorporated herein by reference (the "Property").
- B. Grantee has installed or plans to install underground communications, broadband, cable television system or other similar facilities, including, without limitation, conduits, lines, and cables (the "Facilities") on a portion of the Property, as more particularly shown on Exhibit B attached hereto and incorporated herein by reference (the "Easement Area").
- C. Grantee has requested, and Grantor has agreed to grant and convey to Grantee, a permanent, non-exclusive easement over, across, under and through the Easement Area for access to, and the installation, construction, operation, maintenance, repair, reconstruction, replacement, or removal of the Facilities, and over and across the Property for pedestrian and vehicular access and ingress to and egress from the Easement Area.

NOW, THEREFORE, in consideration of the recitals set forth above, the mutual promises hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Easement

1. Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive easement and right of way over, across, under, and through the Easement Area, together with a non-exclusive easement and right of way over, across, under, and through those portions of the Property as are reasonably necessary for Grantee to access the Facilities and perform such installation, construction, operation, maintenance, repair, reconstruction, replacement, or removal of the Facilities, whether by pedestrian or vehicular access.*
2. The easement granted herein is for the purpose of allowing Grantee's employees, agents, and contractors to access, install, construct, operate, maintain, repair, reconstruct, replace or remove the Facilities, and Grantee shall not use the Easement Area for any other purpose.
3. Grantee shall have full-time access and shall provide reasonable prior notice to Grantor prior to entry into the easement area.
4. Easement Fee. As consideration for the rights provided to Grantee in this Agreement, Grantee shall pay to Grantor a one-time easement fee of \$20,000 (the "Easement Fee") which shall be due and payable within thirty (30) days of full execution of this Agreement. In the event Grantee fails to pay the Easement Fee when due, this Agreement shall not be void or voidable, but rather, Grantor shall provide Grantee with written notice of such failure to pay the Easement Fee and Grantee shall have 90 days from Grantee's receipt of such notice to cure such breach of this Agreement. Should

*Grantee shall not maintain any permanent Facilities above



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Grantee fail to cure any such breach within 90 days of Grantee's receipt of written notice thereof, Grantor shall be entitled to commence collection proceedings against Grantee, or (ii) terminate this Agreement.

5. Reservation of Right to Use. Grantor reserves the right of ownership, use, and occupancy of the Property insofar as said ownership, use, and occupancy does not impair the rights granted to Grantee in this Agreement. However, Grantor shall not use or occupy the Easement Area or the Property in any manner that impairs the rights granted to Grantee in this Agreement. Without limiting the foregoing, it is understood and agreed by Grantor that no building, structure, or other improvements of any kind may be placed by Grantor on the Easement Area; provided, however, that Grantor may install asphalt paving and curbing, cement surface sidewalks and curbs, sod, and other landscaping, turf irrigation lines, and other utility lines on the Easement Area and the Property (the "Improvements"), so long as the same do not interfere with the Grantee's use of the Easement Area. Any such improvements on the Easement Area shall not be installed until Grantor has obtained Grantee's prior written consent, which consent shall not be unreasonably withheld or delayed.
6. Repair of Damage. Grantee shall promptly repair any damage to the Easement Area, the Property, or the Grantor Improvements caused by the exercise of Grantee's rights granted under this Agreement. All damage to the Easement Area caused by Grantor, its agents, or employees shall be the sole responsibility of Grantor, including all maintenance and repair required to the Grantor Improvements.
7. Indemnity. Grantor shall indemnify, defend, and hold Grantee, its parents, subsidiaries, affiliates, directors, officers and employees harmless from and against any liabilities, claims, damages, costs, losses, or expenses arising out of or related to Grantor's (i) use of the Easement Area by it or its agents, employees, contractors, licensees, and invitees; (ii) negligent or willful act or omission; (iii) failure to comply with the terms of this Agreement; or (iv) interference with Grantee's use and enjoyment of the Easement Area. Grantee shall indemnify, defend and hold Grantor harmless from and against any liability, claims, damages, costs, losses, or expenses arising out of or related to Grantee's (i) interference with Grantor's use and enjoyment of the Property or of the Easement Area, except as permitted herein; (ii) negligent or willful act or omission; or (iii) failure to comply with the terms of this Agreement.
8. Relinquishment. In the event that Grantee, in its ^{shall} ~~sole~~ discretion, determines that Grantee no longer needs the Easement Area, Grantee ~~may~~ ^{may} relinquish the rights granted to it under this Agreement by quit-claiming Grantee's interest in the Easement Area to Grantor. Upon such relinquishment, Grantee may, at its option, leave in place all underground Facilities installed on the Easement Area, or may remove the same and repair and restore any damage to the Easement Area and the Property caused by such removal.
9. Notices. All notices, demand, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, or nationally recognized overnight courier service to the address set forth below or as may subsequently in writing be requested.



If to Grantor:

Michael D and Lynn M Garvey
1009 Western Ave #1205
Seattle, WA 98104

For access requests, the Grantor's contact is:

Rich Bergner
15515 Yokeko Drive,
Anacortes, WA, 98221
Phone # 360/299-2579

If to the Grantee:


Comcast of Washington IV, Inc.
14870 NE 95th St.
Redmond, WA 98052
Attn.: Engineering Manager

2438
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAY 19 2004

With a copy to:

Comcast Cable Communications, Inc.
1500 Market Street
Philadelphia, PA 19102
Attn: General Counsel

Amount Paid \$ 375¹⁶
Skagit Co. Treasurer
By  Deputy

Delivery of any notice shall be deemed to be effective on the date of personal delivery, on the date set forth on the return receipt of registered or certified mail, or on the next business date of delivery to a nationally recognized overnight courier service, as the case may be.

10. Miscellaneous. This Agreement constitutes the entire agreement between Grantor and Grantee with respect to the subject matter hereof, and there are no oral or other agreements existing between Grantor and Grantee with respect to the subject matter hereof which are not expressly set forth in this Agreement. This Agreement may be amended, revised, waived, discharged, released or terminated only by a written instrument executed by both parties hereto. All of the provisions of this Agreement, shall be binding upon and inure to the benefit of Grantor, Grantee and their respective successors and assigns. The easement granted herein shall run with the land and burden the Property. This Agreement shall be governed by the laws of the state in which the Property is located. This Agreement may be executed in counterparts, each of which (or any combination of which) when signed and delivered by all of the parties shall be deemed an original, but all of which when taken together shall constitute one agreement.



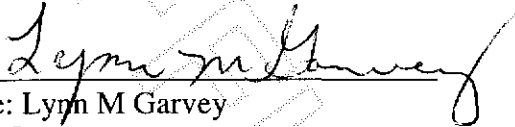
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IN WITNESS WHEREOF, Grantor and Grantee have executed this Facilities Easement Agreement as of the day and year first written above.

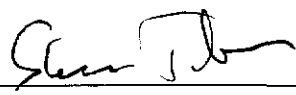
GRANTOR:

By: 
Name: Michael D Garvey
Title: Owner

By: 
Name: Lynn M Garvey
Title: Owner

GRANTEE:

Comcast of Washington IV, Inc.

By: 
Name: Steve Taber
Title: Vice President of Engineering



GRANTOR ACKNOWLEDGMENTS

State of Washington

County of King

On 2/27/04 before me, Linda S. Becker, Notary Public personally

Name and Title of Officer (e.g. "Jane Doe, Notary Public") appeared Michael D. & Lynn M. Garvey

Name(s) of Signer(s)

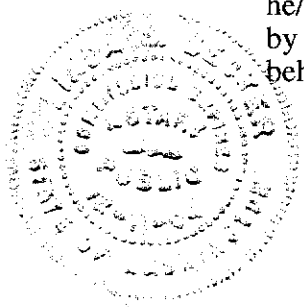
XXX personally known to me

— proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Linda S. Becker

Signature of Notary Public
Residing in Seattle
Commission expires: 12/11/04



State of Washington

County of Snohomish

On April 9, 2004 before me, Judy L. Moseing personally

Name and Title of Officer (e.g. "Jane Doe, Notary Public") appeared Steve Taber

Name(s) of Signer(s)

✓ personally known to me

— proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Judy L. Moseing

Signature of Notary Public



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GRANTEE ACKNOWLEDGMENT

State of _____

County of _____

On _____ before me, _____ personally

Name and Title of Officer (e.g. "Jane Doe, Notary Public") appeared _____.

Name(s) of Signer(s)

_____ personally known to me

_____ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature of Notary Public



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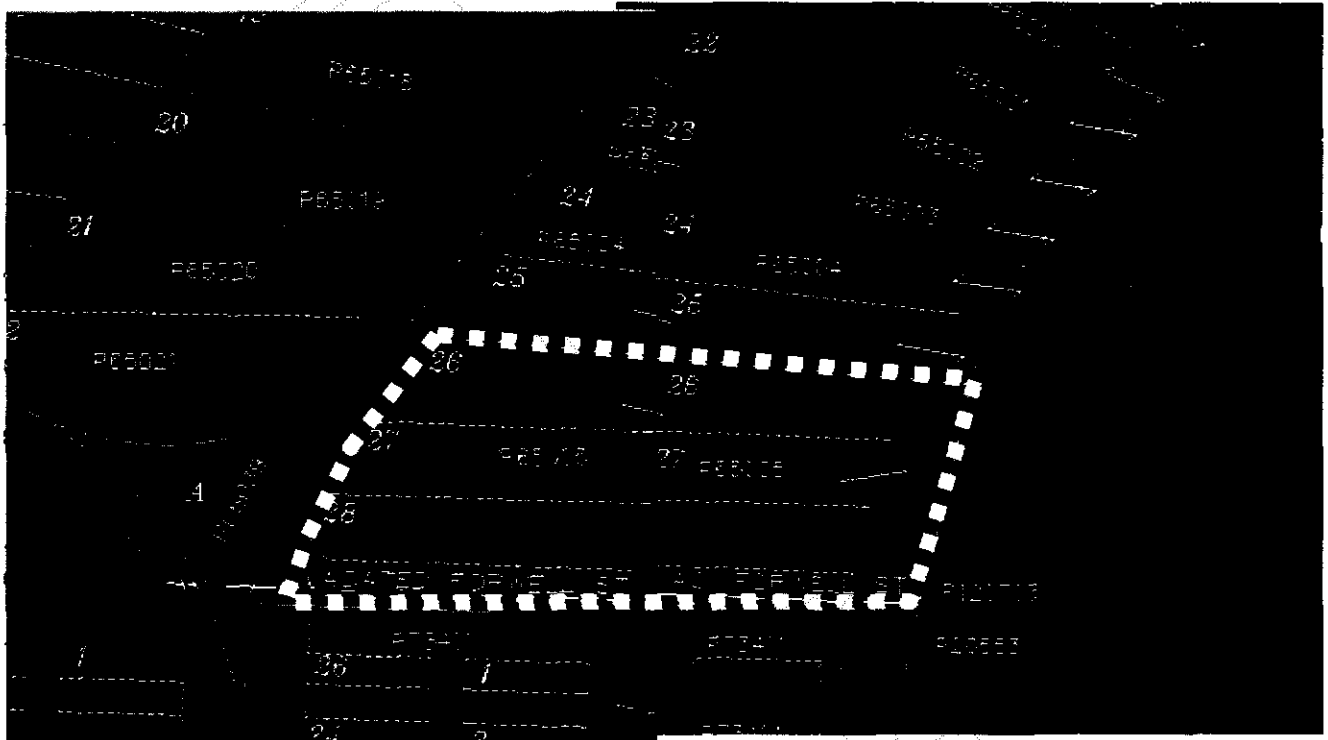
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EXHIBIT A: DESCRIPTION OF PROPERTY

Parcel # P65005

Site Address: 15515 Yokeko Drive, Anacortes, WA, 98221

Located in the SW ¼ of Section 19, Township 34 North, Range 2 East, Willamette Meridian. Legal Description is DEWEY BEACH ADD TDLNDS INFR OF & LTS 26 TO 28 TGW VAC FORWELL ST ADJ TO LOT 28



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EXHIBIT B: DESCRIPTION OF EASEMENT LOCATION

A five (5) foot strip of land within the vacated portion of Forwell St that will be fully surveyed and described during the as-built portion of the construction project. The more detailed legal description will be recorded as an amendment to this easement agreement upon completion of the project.



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