



201811290010

11/29/2018 09:02 AM Pages: 1 of 5 Fees: \$103.00
Skagit County Auditor

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Comcast Cable Communications Management
1525 75th Street SW, #200
Everett, WA 98203

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20185195

NOV 29 2018

Amount Paid \$ 13.90

Skagit Co. Treasurer

By *nam* Deputy

FACILITIES EASEMENT AGREEMENT

Grantor: Cynthia A. Backlund

Grantee: Comcast Cable Communications Management, LLC

Short Legal: Portion of GL 2, S5, T34N, R2E

APN: P19939 (340205-0-009-0004)

THIS FACILITIES EASEMENT AGREEMENT ("Agreement") is made and entered into this 19th day of November, 2018 (the "Effective Date") by and between _____

Cynthia A. Backlund, a single person

("Grantor"), and **Comcast Cable Communications Management, LLC, A Delaware limited liability company**, with offices at 1525 75th Street SW, #200, Everett, WA 98203 ("Grantee").

Recitals

- A. Grantor is the fee owner of certain real property located at **7580 State Route 20, Anacortes, WA 98221** in the County of **Skagit**, State of **Washington**, as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Property").
- B. Grantee has installed or plans to install underground and/or above-ground communications, broadband, cable television system or other similar facilities, including, without limitation, lines, cables, amplifiers and other electronic equipment, and poles (the "Facilities") on a portion of the Property, limited to a **three (3)** feet wide strip centered on each part of the Facilities as installed and co-located with the Puget Sound Energy poles extending within the West **ten (10)** feet of the Property (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 access to the Easement Area 24 hours a day, 7 days a week.
4. Certain additional equipment owned by Grantee ("Grantee's Equipment") is located on the Property. Grantee, its employees, agents, and contractors shall have the right to access, operate, maintain, repair, reconstruct, replace or remove Grantee's Equipment.
5. Easement Fee. As consideration for the rights provided to Grantee in this Agreement, Grantee shall pay to Grantor a one-time easement fee of \$1.00 (the "Easement Fee") which shall be due and payable within thirty (30) days of full execution of this Agreement.
6. 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.
7. 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.
8. 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.

9. Relinquishment. In the event that Grantee, in its sole discretion, determines that Grantee no longer needs the Easement Area, Grantee 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.
10. 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: Cynthia A. Backlund
2310 11th Street
Anacortes, WA 98221

If to the Grantee: Comcast Cable Communications Management, LLC
1525 75th Street SW, #200
Everett, WA 98203

With a copy to: Comcast Cable Communications Management, LLC
One Comcast Center
1701 John F. Kennedy Boulevard
Philadelphia, PA 19103-2837
Attn: General Counsel

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.

11. 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

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

GRANTOR:

Cynthia A. Backlund
Cynthia A. Backlund

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 19th day of November, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Cynthia A. Backlund**, to me known to be the person(s) who signed the foregoing instrument, and acknowledged said instrument to be his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.



Charles K. Coad

(Signature of Notary)

Charles K. Coad

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington,
residing at Snohomish, WA
My appointment expires: 10/9/19

EXHIBIT A

A tract of land in the Northwest quarter of the Southeast quarter (also known as Government Lot 2) of Section 5, Township 34 North, Range 2 East W.M., described as follows: Beginning at a point on the East right of way line of the State Highway 391.0 feet South and 30.0 feet East of the center of Section 5; thence South $88^{\circ} 57'$ East parallel to the North line of said Subdivision 329.0 feet to a point that is 359 feet East of the North and South centerline on said Section 5; thence South 0 degrees 13' West parallel to the North and South centerline of said Section 5, a distance of 192.0 feet to a point on the North line of that certain tract of land conveyed to Lloyd McKinnon, et ux, by instrument recorded under Auditor's File Number 526734, records of Skagit County, Washington; thence North $88^{\circ} 57'$ West along the North line of said McKinnon tract, a distance of 329.0 feet to the East right of way line, 192.0 feet to the point of beginning.

Situate in Skagit County, Washington.