



201901170036

01/17/2019 01:54 PM Pages: 1 of 7 Fees: \$105.00
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

2019
JAN 17 2019

Amount Paid \$
Skagit Co. Treasurer
By *MA* Deputy

FACILITIES EASEMENT AGREEMENT

Grantor: Swanson, Wilson and Anacortes Mobile Home and R.V. Park
Grantee: Comcast Cable Communications Management, LLC
Short Legal: Portion of GL 2, S5, T34N, R2E
APN: P19957 (340205-0-021-0008), P19936 (340205-0-007-0006), & P19937 (340205-0-007-0204)

THIS FACILITIES EASEMENT AGREEMENT ("Agreement") is made and entered into this 11th day of January, 2019 (the "Effective Date") by and between Daniel A. Swanson, a single man, Anne M. Wilson, a single woman and Anacortes Mobile Home and R.V. Park, a Washington general partnership ("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 **7648 and 7608 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: Daniel A. Swanson
6205 Roosevelt Way NE
Seattle, WA 98115

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.

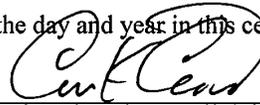
11. Miscellaneous. This Agreement constitutes the entire agreement between Grantor and Grantee with respect to the subject matter hereof, and there are no oral or other agreements existing between Grantor and Grantee with respect to the subject matter hereof which are not expressly set forth in this 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.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 11th day of January, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Don Wilson** who signed this instrument as attorney in fact for **Anne M. Wilson** and acknowledged it to be the free and voluntary act of said principal for the uses and purposes mentioned in the instrument, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said principal is now living.

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



(Signature of Notary)

Charles K. Coad

(Print or stamp name of Notary)

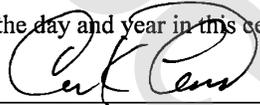


NOTARY PUBLIC in and for the State of Washington,
residing at Snohomish, WA
My appointment expires: 10/9/19

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 16th day of January, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Daniel A. Swanson** and **Don Wilson** as attorney in fact for **Anne M. Wilson**, to me known to be the persons who signed as **Partners of Anacortes Mobile Home and R.V. Park, a Washington general partnership** the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that they were duly elected, qualified and acting as said officers of the company, and that they were authorized to execute said instrument.

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



(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

The Land referred to in this report/policy is situated in the State of Washington, County of Skagit, and is described as follows:

Parcel "A":

That portion of Government Lot 2, Section 5, Township 34 North, Range 2 East, W.M., described as follows:

Beginning at a point on the North and South $\frac{1}{4}$ section line of said Section 5, at a point 220 feet South of the center of said Section 5; thence North along said North and South $\frac{1}{4}$ section line a distance of 590.7 feet, more or less, to the South line of the Anacortes-Mount Vernon Highway as it existed prior to September 7, 1956; thence Easterly along said South line of said highway, a distance of 631.62 feet, more or less, to the East line of the land conveyed to Edward F. Fountain by Deed dated May 13, 1925 and recorded May 18, 1925, in Volume 136 of Deeds, page 599, records of said County; thence South 8 degrees 5' East to the North line of the right-of-way of the Fidalgo City and Anacortes Electric Railway; thence continuing South 8 degrees 5' East to the South line of said right-of-way; thence continuing South 13 degrees 33' East a distance of 225.4 feet; thence West and parallel with the East and West center Section line, a distance of 660.06 feet, more or less, to the point of beginning; EXCEPT State Highway 525; EXCEPT Primary State Highway No. 1 as conveyed to Deed recorded October 15, 1956 under Auditor's File No. 542875; EXCEPT that portion thereof lying North and West of the following described line:

Beginning at the center of said Section 5; thence North 01 degrees 27'50" East along the North-South center line of Section 5, 244.83 feet; thence South 88 degrees 32'10" East 30 feet to the East right-of-way of State Highway 525, which point is the Northwest corner of a tract conveyed to Willard R. Evans and Bernice Evans, by Deed recorded December 4, 1953, under Auditor's File No. 495853 and the true point of beginning of said line; thence continue South 88 degrees 32'10" East along the North line of said Evans Tract and said North line extended to the Southerly line of said Primary Highway No. 1 and the termination of said line; AND EXCEPT that portion lying South and West of the following described line:

Beginning at the intersection of the Easterly line of the State Highway along the North-South center line of said Section 5, with the South line of the Anacortes-Mount Vernon Highway as it existed prior to September 7, 1956; thence Southerly along the Easterly line of the State Highway along the North and South center line of said Section 5, 185 feet to the true point of beginning of said line, said point being the Northwest corner of a tract conveyed to Willard R. Evans, et ux, by Deed recorded December 4, 1953 under Auditor's File No. 495853; thence Easterly along a line perpendicular to the said Easterly line of said State Highway 220 feet; thence Southerly along a line parallel to said Easterly line of said State Highway to the South line of the main tract above described and the termination of said line.

Parcel "B":

That portion of Government Lot 2 in Section 5, Township 34 North, Range 2 East, W.M., described as follows:

Beginning at a point which is 220 feet East of the East line of the road along the West line of said subdivision and 220 feet South of the East and West center line of said Section 5; thence East to a point which is 220 feet South and 669.6 feet East of the center line of Section 5; said point being the

Southeast corner of a tract conveyed to M. D. Wilcox by Deed recorded in Volume 24 of Deeds, page 172, as Skagit County Auditor's File No. 6835, heretofore erroneously referred to as recorded in Volume 60 of Deeds, page 339, as Auditor's File No. 240172; thence South 13 degrees 33' East 25.3 feet; thence South 28 degrees 45' East 106.7 feet; thence West to a point South of the point of beginning; thence North to the point of beginning.

Parcel "C":

That portion of Lot 2, Section 5, Township 34 North, Range 2 East, W.M., described as follows: Beginning at the intersection of the Easterly line of the road along the North and South center line of said Section 5 with the South line of the Anacortes-Mount Vernon Highway; thence Southerly along the Easterly line of the road along the North and South center line of said Section 5; a distance of 350.00 feet to the true point of beginning; thence Easterly along a line perpendicular to the said Easterly line of said road, 220 feet; thence Southerly along a line parallel to the East line of said road to a point 220 feet South of the East and West center line of said Section 5; thence East to a point which is 220 feet South and 669.6 feet East of the center of said Section 5, said point being the Southeast corner of a tract conveyed to M. D. Wilcox by deed recorded in Volume 24 of Deeds, page 172, under Auditor's File No. 6835, heretofore erroneously referred to as recorded in Volume 60 of Deeds, page 339, under Auditor's File No. 240172, records of Skagit County, Washington; thence South 13 degrees 33' East 25.3 feet; thence South 28 degrees 45' East 106.7 feet; thence West to a point 359 feet East of the North and South center line of said Section 5; thence South 0 degrees 13' West to a point which is 391 feet South of the East and West center line of said Section 5; thence North 88 degrees 57' West 329 feet, more or less, to the East right-of-way line of the aforementioned road along the North and South center line of said Section 5; thence North along said right-of-way line 400 feet, more or less, to the true point of beginning; EXCEPT the following described tract:

Beginning at a point which is 220 feet East of the East line of the road along the West line of said subdivision and 220 feet South of the East and West center line of said Section 5; thence East to a point which is 220 feet South and 669.6 feet East of the center line of Section 5, said point being the Southeast corner of a tract conveyed to M. D. Wilcox, by deed recorded in Volume 24 of Deeds, page 172, under Auditor's File No. 6835, records of Skagit County, heretofore erroneously referred to as recorded in Volume 60 of Deeds, page 339, under Auditor's File No. 240172, records of Skagit County, Washington; thence South 13 degrees 33' East 25.3 feet; thence South 28 degrees 45' East 106.7 feet; thence West to a point South of the point of beginning; thence North to the point of beginning.

Situate in the County of Skagit, State of Washington.