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Skagit County Auditor

Recording Requested by, and
When Recorded Mail To:

Skagit Valley Medical Investors, LLC,
a Tennessee limited liability company
dba Skagit Valley Medical Investors of Tennessee, LLC
3570 Keith St. N.W.
Cleveland, TN 37312-4309

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY [Signature]
DATE 4-21-21

DOCUMENT TITLE: ACCESS & UTILITY EASEMENT

GRANTOR(S): Skagit County, a political subdivision of the State of Washington.

GRANTEE(S): Skagit Valley Medical Investors, LLC, a Tennessee limited liability company
dba Skagit Valley Medical Investors of Tennessee, LLC

ASSESSOR'S TAX / PARCEL NUMBER(S): P104178 (XrefID: 4163-000-006-0100); P76508
(XrefID: 4163-000-006-0009)

ABBREVIATED LEGAL DESCRIPTION:

LOT 3 & 6 EXC TH PTN LOT 3 IN COUNTY (003-01) ALSO EXC TH PTN OF LOTS 3 & 6 OF
PLAT OF JAMESON ACREAGE DAF BAT SW COR OF SD LOT 3 TH N 00-30-025 W ALG THE
W LINE THOF 110FT TH N 88-32-35 E PLW THE N LINE OF SD LOT 3 367.30FT TH S 19-11-
34 E 343.89FT TO NLY LINE OF ST HWY SR-20 R/W TH S 60-19-31 W ALG SD R/W 546.76FT
TO W LINE OF LOT 6 OF SD PLAT TH N 00-30-25 W ALG THE W LINES OF LOTS 3 & 6 586FT
TO POB (ALSO KNOWN AS 'MAP OF ACREAGE PROPERTY');
Situate in Skagit County, State of Washington. (Grantor); and
JAMESON'S AC TH PTNS LOT 3 & 6 DAF BAT SW COR OF SD LOT 3 TH N 00-30-25 W ALG
THE W LINE THOF 110FT TH N 88-32-35 E PLW THE N LINE SD LOT 3 367.30FT TH S 19-11-
34 E 348.89FT TO NLY LINE ST HWY SR-20 R/W TH S 60-19-31 W ALG SD R/W TO W LINE
OF LOT 6 OF SD PLAT TH N 00-30-25 W ALG THE W LINE LOTS 3 & 6 476.15FT M/L TO POB
(SWFC) (ALSO KNOWN AS 'MAP OF ACREAGE PROPERTY');
Situate in Skagit County, State of Washington. (Grantee).

ACCESS & UTILITY EASEMENT

The undersigned, **Skagit County**, a political subdivision of the State of Washington
("Grantor"), for good and valuable consideration, receipt and sufficiency of which is hereby
acknowledged, hereby grants to **Skagit Valley Medical Investors, LLC**, a Tennessee limited
liability company dba **Skagit Valley Medical Investors of Tennessee, LLC** ("Grantee"), a
permanent, perpetual, non-exclusive access and utility easement ("Easement"), as provided
herein. Grantor and Grantee may be individually referred to herein as a "Party", and may be
collectively referred to herein as the "Parties." The terms of this Easement are further provided
as follows:

1. Nature and Location of Easement. The Easement hereby granted by Grantor herein
shall be a permanent, perpetual, non-exclusive, access and utility easement for the benefit of
Grantee, over, upon, across, along, in, and under a portion of real property located within and

upon Grantor's Property, as legally described on Exhibit "A" and as further described and depicted on Exhibit "B", attached hereto and incorporated herein by this reference ("Easement Area"), for the purpose of providing a secondary and/or alternative driveway access and utility route to Grantee's adjacent property commonly identified as Assessor's Parcel Number: P76508 (XrefID: 4163-000-006-0009) ("Grantee's Property"). A legal description for Grantee's Property is attached hereto as Exhibit "C", and is incorporated herein by this reference. The Grantee recognizes and agrees that any access driveways, roads, and/or bridges located within the Easement Area are not and shall not become County road(s) and/or bridges by virtue of this Easement. Grantor's Property is commonly identified as Assessor's Parcel Number: P104178 (XrefID: 4163-000-006-0100), and a legal description for the Grantor's Property is attached hereto as Exhibit "D", and is hereby incorporated by reference. The Easement and the covenants, terms, and conditions contained herein are perpetual in duration, and shall run with the Grantor's Property and the Grantee's Property and shall be binding upon Grantee and Grantor, and each Party's respective successors.

2. Use of Easement. The Grantee, its agents, employees, residents, invitees, vendors, contractors, assigns, and all of Grantee's successors in interest in all or any portion of the Grantee's Property, shall have the reasonable right to enter upon the Grantor's Property within the Easement Area (as described and depicted in Exhibits "A" and "B") for purposes of using the Easement for providing a secondary and/or alternate driveway ingress and egress route for use by vehicular and pedestrian traffic to and from the Grantee's Property; construction and maintenance of roadway surface and associated improvements, and the construction installation and maintenance of utilities to serve the Grantee's Property, including but not limited to storm water drainage, water mains, sanitary sewers, water sprinkler system lines, telephone, fiber, and electrical conduits or systems, gas mains and other utilities. All such mains, sewers, conduits, lines and other utilities shall be installed and maintained below the ground level or surface of the Easement Area except for such facilities (including transformers, vents, control boxes and stand pipes) which are required to be located above ground level by the applicable utility service company or pursuant to applicable governmental laws, rules, and regulations. Grantee shall not have the right to exclude Grantor from the Easement Area or from the Grantor's Property (without the revocable written permission of Grantor). Grantee shall not unreasonably interfere with the Grantor's use of the Grantor's Property (including, but not limited to, Grantor's reasonable use of the property located within the Easement Area). Grantor shall not have the right to unreasonably exclude Grantee from the Easement Area for the purposes described herein, nor shall Grantor unreasonably interfere with Grantee's use of the Easement Area for the purposes described herein. Grantee accepts use of the Easement Area on Grantor's Property "as is", without any representations or warranties from Grantor whatsoever (express or implied). To the extent Grantee's use of the Easement Area results in any utility expenses (such as electrical charges, etc.) and/or other similar expenses, then Grantee shall be responsible for the payment of such expenses arising from and/or related to Grantee's use of the Easement Area. The Grantee agrees that use of this Easement by Grantee shall be at the sole expense and risk of the Grantee.

2.1 To the extent the Grantee's use of the Easement Area causes damages to Grantor's Property (including, but not limited to, within the Easement Area), then Grantee agrees to be responsible and liable for any such damages to Grantor's Property (including, but not limited to, within the Easement Area) arising from Grantee's use of the Easement. In the event of such damage, and upon the request of Grantor, the Grantee shall repair and restore the Grantor's Property to a substantially similar condition as existed before Grantee entered onto the Grantor's Property for the purposes described in this Easement. Prior to the commencement of any such

work within the Easement Area, the Grantee shall coordinate with Grantor to avoid any disturbance, impact, or damage to facilities owned by Grantor at or within the Easement Area (if any). Any such work performed within the Easement Area by Grantee shall be promptly performed at the sole cost and expense of Grantee.

2.2 The Grantor shall be responsible and liable for, at Grantor's sole expense, making, constructing, operating, maintaining, or repairing any improvements or facilities at (or within the vicinity of) Grantor's Property or the Easement Area which Grantor elects to make. Additionally, Grantor shall construct a locking gate on the Easement Area (the "Gate"), which shall be owned and controlled by Grantee to allow Grantee to temporarily block access to the secondary and/or alternate driveway access to Grantee's Property; provided that Grantor shall also be allowed to temporarily use the Gate if reasonably necessary. The detailed design of the Gate shall be suitable to both Grantor and Grantee. To the extent Grantee elects to make any improvements in the Easement Area, Grantee shall be responsible and liable for, at Grantee's sole expense, making, constructing, operating, maintaining, or repairing such improvements. The Grantee shall coordinate its vegetation management activities with the Grantor and shall as necessary manage vegetation in the Easement Area in compliance with all applicable laws, ordinances, regulations, resolutions, policies and rules. Trimming and removal of vegetation within the Easement Area shall be performed by the Grantee using the best industry standards and practices. Nothing in this Easement agreement shall impair the Grantor's ability to perform vegetation management activities within the Easement area, as the Grantor may determine to be useful or necessary to serve and protect the public interest and welfare; provided, that nothing in this Easement agreement shall create or impose any duty or obligation on the part of the Grantor to perform any vegetation management activities within the Easement Area. The parties agree that the Grantor shall not be responsible or liable for the use, operation, and/or maintenance of any of Grantee's driveways, facilities, and/or infrastructure located within the Easement Area.

3. Hold Harmless, Defense, & Indemnification. Subject to the terms of this Easement, the Grantee hereby unconditionally releases and forever discharges and holds harmless the Grantor (including the Grantor's elected officials, employees, volunteers, officers, and/or agents in both their official and individual capacities) from any and all past, present, and/or future claims, counterclaims, demands, judgments, debts, costs, liabilities, expenses, suits, and proceedings of any kind and nature, as arising from and/or related to the Grantee's use of the Easement Area on Grantor's Property. The Grantee agrees to be responsible for and to assume liability for Grantee's own wrongful and/or negligent acts or omissions or those of Grantee's officials, officers, agents, contractors, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the Grantor harmless from any such liability by reason or on account of, or in connection with, or arising out of Grantee's use of the Easement Area or the exercise of rights granted herein. The Grantor agrees to be responsible for and to assume liability for Grantor's own wrongful and/or negligent acts or omissions or those of Grantor's officials, officers, agents, contractors, or employees to the fullest extent required by law, and further agrees to save, indemnify, defend, and hold the Grantee harmless from any such liability by reason or on account of, or in connection with, or arising out of Grantor's use of the Easement Area. It is further provided that no liability shall attach to the Grantee or Grantor by reason of entering into this Easement except as expressly provided herein. The terms of this section shall survive any termination of this Easement, and shall continue in full force and effect.

4. Governing Law; Venue. This Easement shall be construed under the laws of the State of Washington. It is agreed by the Parties that the venue for any legal action brought under or relating to this Easement shall be in Skagit County, State of Washington.

5. Compliance with Laws and Permits. Grantee shall, at Grantee's own cost, expense, and liability, obtain and comply with all applicable federal, state, and local laws, rules, and regulations, and any applicable permits and/or approvals, in Grantee's use of the Easement, and shall be solely and separately liable and responsible for any non-compliance with any applicable federal, state, and local laws, rules, regulations, permits and/or approvals.

6. No Third Party Beneficiaries. This Easement is not intended to nor does it create any third party beneficiary or other rights in any third person or party, including, but not limited to, the general public, third party property owner(s) and/or tenant(s) at or in the vicinity of the Easement Area, any other organization or entity, or any agent, contractor, subcontractor, consultant, employee, volunteer, or other representative of any Party, except as otherwise set forth in this agreement.

7. No Assignment. This Agreement shall extend to and be binding upon the respective successors and assigns of Grantor and Grantee; however, Grantee shall not transfer or assign, in whole or in part, this Agreement or any rights and privileges granted herein without the prior written consent of Grantor, and such consent shall not be unreasonably withheld. In the event that Grantor consents to the transfer or assignment, such consent shall not discharge or release Grantee from its obligations or liability under this Agreement. Consent of Grantor shall not be required or necessary for any sale, assignment, transfer, lease or sublease of said this Agreement by Grantee (a) in connection with a sale or transfer of all or substantially all of the ownership interests in or assets of Grantee, (b) to any parent corporation or subsidiary of Grantee, or (c) where such is for the purpose of reorganization, consolidation or merger, nor shall such consent be required or necessary for any mortgage, pledge, or other type of encumbrance of said right of way.

8. Utility Easements. If required by any utility provider(s) (public or private) in connection with the installation, maintenance and operation in the Easement Area of utilities serving the Grantee's Property, Grantor agrees to reasonably cooperate with such utility provider(s) to grant a utility easement to the utility provider (in a form suitable to both the Grantor and the utility provider). The form of such utility easement(s) shall be subject to review and approval by Grantor, which approval shall not be unreasonably withheld; provided that Grantor may also require Grantee and utility provider(s) to reasonably consider alternate locations for the placement of utilities serving the Grantee's Property outside of the Easement Area if feasible.

9. Covenant Running with the Land. This Easement and all the covenants and agreements herein shall run with the land and be binding on and inure to the benefit of all future owners of the Grantee's Property and the Grantor's Property.

10. Other Terms (Modifications; Neutral Authorship; Captions & Counterparts; Entire Agreement). This Easement may be changed, modified, amended or waived only by subsequent written agreement, duly executed by the Parties hereto. Waiver or breach of any term or condition of this Easement shall not be considered a waiver of any prior or subsequent breach. In the event any term or condition of this Easement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications of this Easement

which can be given effect without the invalid term, condition, or application. To this extent and end the terms and conditions of this Easement are declared severable. Each of the terms and provisions of this Easement have been reviewed and negotiated, and represents the combined work product of the Parties hereto. No presumption or other rules of construction which would interpret the provisions of this Easement in favor of or against the Party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Easement. Grantor (Skagit County) does not represent Grantee. The Parties represent and warrant that they have fully read this Easement, that they understand its meaning and effect, and that they enter into this Easement with full knowledge of its terms. The Parties have entered into this Easement without duress or undue influence. The captions in this Easement are for convenience and reference only and do not define, limit, or describe the scope or intent of this Easement. This Easement may be executed in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one Easement agreement. This Easement contains all the terms and conditions mutually agreed upon by the Parties. This Easement supersedes any prior oral statements, discussions, and/or understandings between the Parties. All items incorporated herein by reference are attached. No other understandings, oral or otherwise, regarding the subject matter of this Easement shall be deemed to exist or to bind any of the Parties hereto.

11. Recording. Upon mutual execution, this Easement shall be recorded with the Skagit County Auditor, and shall become effective immediately upon recording.

GRANTEE:

DATED this 13th day of April, 2021

Skagit Valley Medical Investors, LLC, a Tennessee limited liability company
dba Skagit Valley Medical Investors of Tennessee, LLC.

Joan E. Thurmond
By: Skagit Valley Medical, Inc., a Tennessee corporation
Its: Corporate Manager
By: Joan E. Thurmond, Assistant Secretary

STATE OF TENNESSEE

COUNTY OF BRADLEY

I certify that I know or have satisfactory evidence that Joan E. Thurmond, is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was duly authorized execute the instrument and acknowledged it as the Assistant Secretary of Skagit Valley Medical, Inc., corporate manager of **Skagit Valley Medical Investors, LLC**, a Tennessee limited liability company dba **Skagit Valley Medical Investors of Tennessee, LLC**, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 13th day of April, 2021.

(SEAL)



Leslie Ray
Notary Public
Print name: Leslie Ray
Residing at: Bradley County, TN
My appointment expires: 04/20/2022

GRANTOR:

DATED this 19 day of April, 2021.

**BOARD OF COUNTY COMMISSIONERS
SKAGIT COUNTY, WASHINGTON**

Lisa Janicki, Chair

Peter Browning, Commissioner

Ron Wesen, Commissioner

Attest:

Kari Williams
Clerk of the Board

Authorization per Resolution # R20160001:

Trisha Logne
County Administrator

Recommended:

Ken Hansen
Department Head

Approved as to form:

[Signature] 4/19/21
Civil Deputy Prosecuting Attorney

Approved as to indemnification:

[Signature]
Risk Manager

Approved as to budget:

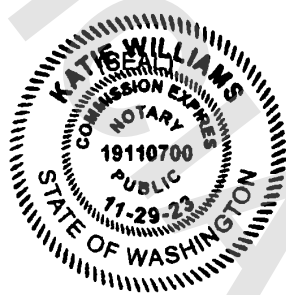
Trisha Logne

Budget & Finance Director

STATE OF WASHINGTON }
COUNTY OF SKAGIT } ss.

I certify that I know or have satisfactory evidence that Trisha Logue is/are the person(s) who appeared before me, and said person(s) acknowledged that she/he/they signed this instrument, on oath stated that she/he/they was/were authorized execute the instrument and acknowledged it as County Administrator(s) of Skagit County, to be the free and voluntary act of such party for the uses and purposes herein mentioned.

DATED this 19 day of April, 2021.



Katie Williams
Notary Public
Print name: Katie Williams
Residing at: Skagit County
My appointment expires: 11-29-2023

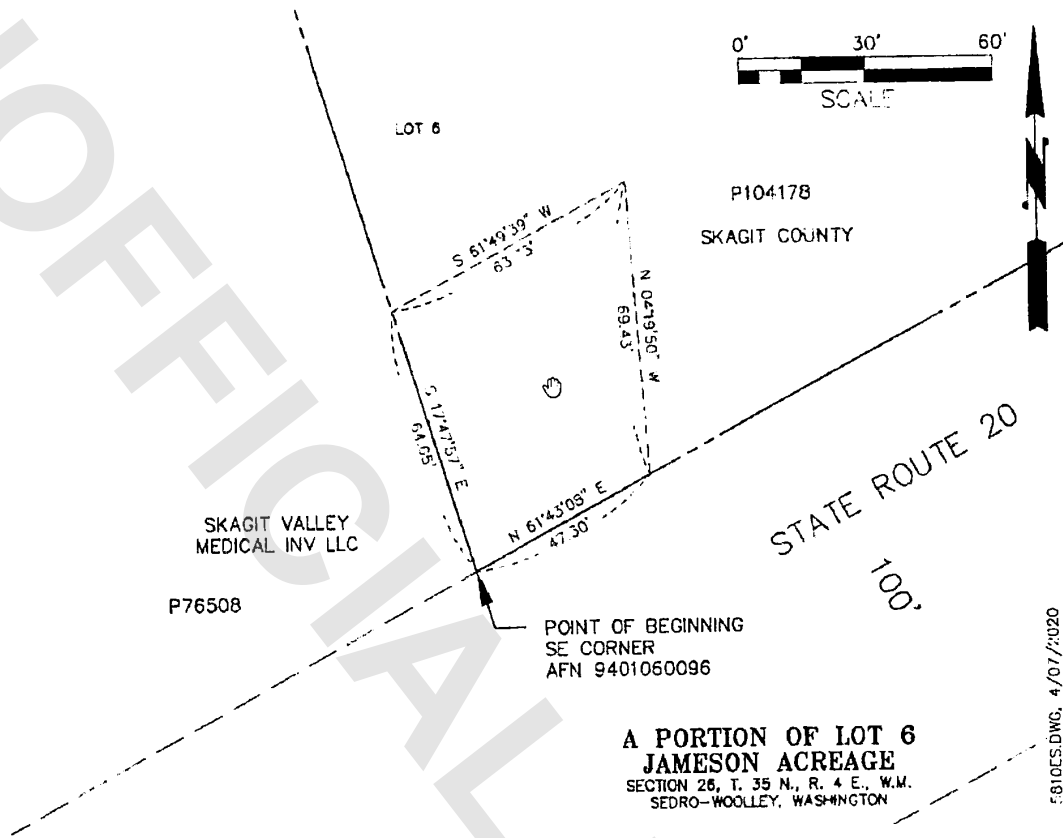
EXHIBIT "A"**EASEMENT AREA LEGAL DESCRIPTION**

A permanent easement for the purpose of ingress/egress within parcel number P104178 more particularly described as follows:

That portion of Lot 6, of the plat of "MAP OF ACREAGE PROPERTY IN NORTH 1/2 OF NORTHWEST 1/4 AND LOT 1 OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 4 EAST" (sometimes referred to as Jameson Acreage), recorded in Volume 3 of Plats, page 20, records of Skagit County, Washington, described as follows:

Beginning at a point on the Northerly right-of-way line of State Highway No. 20 and the Southeast corner of that certain tract conveyed to Skagit Valley Convalescent Center, Inc., a Washington corporation, by Deed recorded January 6, 1994, as Auditor's File No. 9401060096; Thence North 61°43'08" East along the Northerly line of said State Highway No. 20, a distance of 47.30 feet; thence North 4°19'50" West a distance of 69.43 feet, Thence South 61 °49'39" West a distance of 63.73 feet to the East line of said tract, Thence South 17°47'57" East along the Easterly line of said tract, a distance of 64.65 feet, to the point of beginning.

Situate in the County of Skagit, State of Washington.

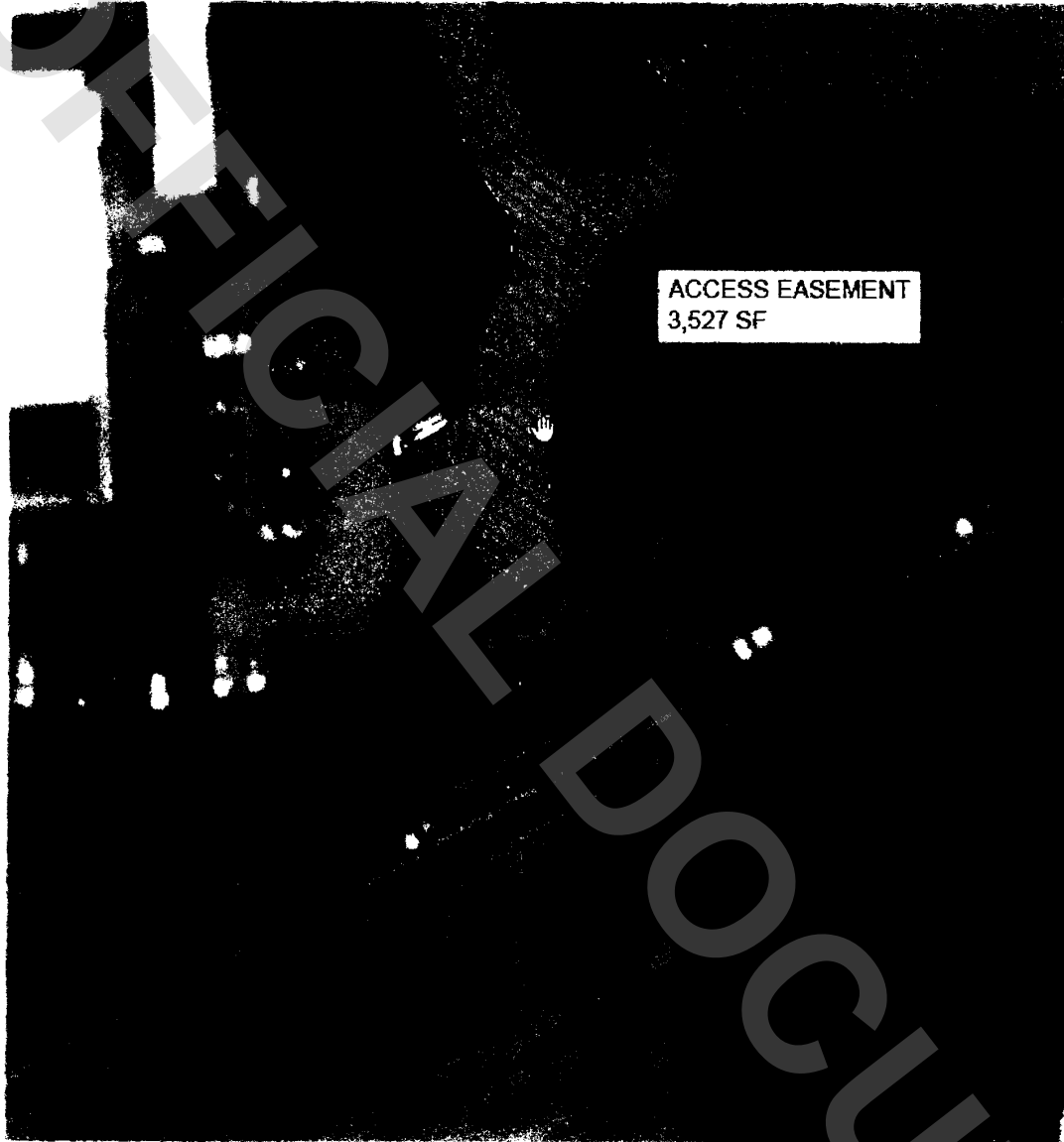


UNOFFICIAL DOCUMENT

F:\810ES.DWG, 4/07/2020

EXHIBIT "B"

GRAPHIC DEPICTION OF PERMANENT ACCESS EASEMENT AREA



DESCRIPTION: ALLOWS FOR USE OF NEW DRIVEWAY AND PAVED CONNECTION FROM SKAGIT COUNTY STABILIZATION CENTER TO ACCESS LIFE CARE CENTER. Situate in the County of Skagit, State of Washington.

EXHIBIT "C"**LEGAL DESCRIPTION OF GRANTEE'S PROPERTY
P76508**

Situated in the County of Skagit, State of Washington, to-wit:

Those portions of Lots 3 and 6, "MAP OF ACREAGE PROPERTY IN THE NORTH HALF OF THE NORTHWEST QUARTER AND LOT 1 OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., (sometimes referred to as Jameson Acreage)", according to the plat thereof recorded in Volume 3 of Plats, page 20, records of Skagit County, Washington, described as follows:

Beginning at the southwest corner of said Lot 3; Thence North $00^{\circ}30'25''$ West along the West line thereof a distance of 110.00 feet; Thence North $88^{\circ}32'35''$ East parallel with the North line of said Lot 3 a distance of 367.30 feet; Thence South $19^{\circ}11'34''$ East a distance of 343.89 feet to the Northerly line of the State Highway SR-20 right-of-way; Thence South $60^{\circ}19'31''$ West along said right-of-way a distance of 546.76 feet to the West line of Lot 6 of said plat; Thence North $00^{\circ}30'25''$ West along the West lines of Lots 6 and 3 a distance of 476.15 feet to the point of beginning of this description.

Assessor's Parcel No: 41630000060009

EXHIBIT "D"**LEGAL DESCRIPTION OF GRANTOR'S PROPERTY
P104178, P76502, and P76503**

Those portions of Lots 2, 3 and 6, of the plat of "MAP OF ACREAGE PROPERTY IN NORTH ½ OF NORTHWEST ¼ AND LOT 1 OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 4 EAST," (sometimes referred to as Jameson Acreage), recorded in Volume 3 of Plats, page 20, records of Skagit County, Washington, described as follows:

Begin at a point on the West line of said Lot 3 which is the Northwest corner of that certain tract conveyed to the Skagit Valley Convalescent Center, Inc., a Washington corporation, by Deed recorded January 6, 1994, as Auditor's File No. 9401060096, thence North 88°32'35" East along the North line of said tract, a distance of 367.30 feet, thence South 19°11'34" East along the Easterly line of said tract, a distance of 343.89 feet, to a point on the Northerly right-of-way line of State Highway No. 20; thence North 60°19'31" East along the Northerly line of said State Highway No. 20, to the Southwest corner of that certain tract conveyed to Edward M. Nelson, et ux, by Deed recorded February 11, 1971, as Auditor's File No. 748702; thence North along the West line of said Nelson property, a distance of 235 feet, more or less, to the North line of said Lot 2; thence West along the North line of said Lots 2 and 3 to the beginning.

Assessor's Parcel Nos: 41630000060100, 41630000020409, and 41630000030101