

WHEN RECORDED RETURN TO:

City of Anacortes Legal Department
P.O. Box 547
Anacortes, WA 98221

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 10/07/2021

DOCUMENT TITLE: UTILITY EASEMENT for the purposes of fiber infrastructure
GRANTOR(S): Cleo M Melling
GRANTEE(S): City of Anacortes, a Washington municipal corporation.
ABBREVIATED LEGAL: PTN OF SE/14 SW1/4, SECTION 22, TOWNSHIP 35
NORTH, RANGE 1 EAST, W.M.
ASSESSOR PARCEL / TAX ID NUMBER: P31657 / 350122-0-022-0105

UTILITY EASEMENT

THIS EASEMENT is made by and between Cleo M Melling (Grantor), and the City of Anacortes, a Washington municipal corporation (Grantee), for good and valuable consideration, including access to fiber infrastructure, the receipt and sufficiency of which hereby are acknowledged, for the construction, maintenance, inspection, and repair of fiber infrastructure and appurtenances, over, under, and across that certain real property described on Exhibit A (the Easement) with all after acquired title of Grantor therein, subject to the terms and provisions set forth below. The effective date of this Easement shall be the date this Easement has been signed by the Grantor.

The Permanent Easement described on Exhibit A, shall be to construct, or cause to construct, maintain, replace, reconstruct, and remove fiber optic, and telecommunication facilities, with all appurtenances incident thereto or necessary therewith, in, under and across the said premises, and to cut and remove and other obstructions which may endanger the safety or interfere with the use of said fiber optic, and telecommunication facilities, or appurtenances attached or connected therewith; and the right of ingress and egress to and over said premises at any and all times for the purpose of doing anything necessary or useful or convenient for the enjoyment of the easement hereby granted.

This easement and each of the terms, provisions, conditions and covenants herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Any covenant granted herein shall be a covenant running with the land.

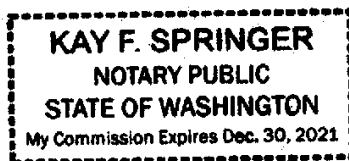
Dated this 9th day of Aug, 2021.

By: Cleo M Melling P.O.A.
Cleo M Melling

STATE OF WASHINGTON)
)ss.
COUNTY OF SKAGIT)

On this 9 day of August, 2021, before, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Cleo M Melling, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged said instrument to be their free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto given my hand and official seal this 9th day of August, 2021.



Kay F. Springer
Notary Public in and for the State of Washington
Residing at Washington, Anacortes
My appointment expires 12-30-2021

EXHIBIT A

Legal Description of Easement Area

The existing 15 foot wide access and utilities easement, also labelled as Channel View Lane [private], lying southerly of and abutting the parcel described in Record of Survey recorded as Auditor's file number 201112160132, records of Skagit County Washington.

TOGETHER WITH the 30-foot-wide strip of land lying easterly of, and abutting said parcel, as shown on said record of survey.

TOGETHER WITH the westerly 20 feet of the northerly 25 feet lying southerly of, and abutting said parcel, as shown on said record of survey.

GENERAL AND DURABLE**POWER OF ATTORNEY****OF****CLEO M. MELLING**

Pursuant to RCW 11.94, the undersigned Principal residing and domiciled in the State of Washington, hereby designates the following named person(s) as attorney-in-fact to act for the undersigned as the Principal who may hereafter become disabled or incompetent.

1. Designation. My wife, ROSEMARY MELLING, is hereby designated as attorney-in-fact for the Principal. In the event that a guardianship or limited guardianship of the person or estate of the Principal is necessary, the Principal designates the attorney-in-fact designated hereinabove, in the order of preference named, to serve in that role, subject to the confirmation of the Court.

2. Effectiveness. This General Power of Attorney shall become effective upon execution, and shall continue through any disability or incompetence of the Principal. The durable portion of this Power of Attorney shall become effective upon receipt by the designated attorney-in-fact of written evidence of the incompetency or disability of the Principal as determined by a court of competent jurisdiction or receipt of a written statement of determination of the disability of the Principal which shall include the inability to effectively manage his property and affairs for reasons such as mental illness, mental disability, physical illness or disability, advanced age, chronic use of drugs, chronic intoxication, confinement, detention, or disappearance. Such written statement shall be made by the then regularly attending physician, by another qualified physician or by other persons with knowledge of any confinement, detention, or disappearance. Incompetence may be established only by a finding of a court having competent jurisdiction over the Principal.

3. Powers. The attorney-in-fact, as fiduciary, shall have all powers of an absolute ownership of all assets and liabilities of the Principal of every kind and character, whether located within or without the State of Washington, including but not limited to the power to sell, pledge, convey, encumber, transfer, assign, commit or otherwise dispose of any and all assets of the

Principal including bank accounts, stocks, bonds and other securities, savings certificates, certificates of deposit, treasury bills and real and personal property; to ask, demand, sue for, recover, collect and receive all sums of money, debts, dues, accounts, legacies, bequests, interests, dividends, annuities and demands whatsoever, as are now or shall hereafter become due, owing, payable or belonging to the Principal, and have, use and take all lawful ways and means for the recovery thereof; and to make, do and transact all and every kind of business of whatsoever nature, and also for me and in my name and as my act and deed, to sign, seal, execute, deliver and acknowledge such deeds, leases, assignments, covenants, indentures, agreements, mortgages, receipts, notes, evidences of debt, releases and satisfaction of mortgage, judgments and other debts, and such other instruments in writing of whatever kind or nature, as may be necessary or proper in the premises, including the right to direct the administration of medical care and/or medications. The attorney-in-fact shall not have the power to revoke or change any estate planning or testamentary documents previously executed by the Principal except as provided below. The attorney-in-fact shall incur no personal liability for acts done as attorney-in-fact, pursuant to the power and on behalf of the Principal. The attorney-in-fact shall specifically have the power and authority to alter, amend or revoke community property agreements; to make gifts of property owned by the Principal; to make transfers of the property to any trust, whether or not created by the Principal, in the event that the trust benefits the Principal and does not have dispositive provisions which are different from those which would have governed the property had it not been transferred to the trust; to execute assignments of assets as authorized by law; and to disclaim property as at the discretion and in the opinion of the attorney-in-fact appears appropriate.

4. Purposes. The attorney-in-fact shall have all of the powers as are necessary or desirable to provide for the support, maintenance, health, emergency care, and urgent necessities of the disabled or incompetent Principal, including the right to direct the administration of medical care and/or medications, and specifically, to provide informed consent for health care decisions on the Principal's behalf.

5. Duration. This Power of Attorney becomes effective as provided in Paragraph 2 above, and shall remain in effect to the extent permitted by RCW 11.94 or until revoked or terminated under Paragraph 6 or 7 below, notwithstanding any uncertainty as to whether the Principal is dead or alive.

6. Revocation. This Power of Attorney may be revoked, suspended, or terminated in writing by the Principal with written notice to the designated attorney-in-fact and by recording the written instrument of revocation in the Office of the Recorder or Auditor of the county of the Principal's residence and domicile.

7. Termination.

(a) By Appointment of Guardian. The appointment of a full guardian for the estate of the Principal vests in the guardian, with court approval, the power to revoke, suspend or terminate this Power of Attorney. The appointment of a guardian of the person only, or of a limited guardian without the specified power to revoke, suspend or terminate does not empower the guardian or limited guardian to revoke, suspend or terminate this Power of Attorney.

(b) By Death of Principal. The death of a Principal shall be deemed to revoke this Power of Attorney upon actual knowledge or actual notice being received by the attorney-in-fact.

8. Accounting. The attorney-in-fact shall be required to account to any subsequently appointed personal representative.

9. Reliance. The designated and acting attorney-in-fact and all persons dealing with the attorney-in-fact shall be entitled to rely upon this Power of Attorney so long as neither the attorney-in-fact nor any person with whom she is dealing at the time of any act taken pursuant to this Power of Attorney had received actual notice of any revocation, suspension, or termination of the Power of Attorney, by death or otherwise. Any actions so taken, unless otherwise invalid or unenforceable, shall be binding on the Principal, heirs, devisees, legatees, guardians or personal representatives of the Principal.

10. Indemnity. The estate of the Principal shall hold harmless and indemnify the attorney-in-fact from all liability for acts done in good faith and not in fraud of the Principal.

11. Applicable Law. The laws of the State of Washington shall govern this Power of Attorney.

12. Execution. This Power of Attorney is signed in duplicate on this 10th day of May, 1996.

Olw M Melling
Principal

Karmen S. Hardy
Witness

John Lee
Witness

STATE OF WASHINGTON)
) SS. (INDIVIDUAL ACKNOWLEDGMENT)
County of Skagit)

On the date above mentioned, personally appeared before me CLEO M. MELLING, to me known to be the individual described in and who executed the within and foregoing instrument and acknowledged that he signed and sealed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 6th day of May, 1996.

[Signature]
(Signature)

[Print Name]
(Print)

NOTARY PUBLIC in and for the State of Washington, residing at Anacortes

My Commission expires: 12/5/96