

WHEN RECORDED RETURN TO:

City of Anacortes Legal Department
PO Box 547
Anacortes, WA 98221

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 07/21/2022

DOCUMENT TITLE: UTILITY EASEMENT for the purposes of fiber infrastructure
GRANTOR(S): Cedar Springs Homeowners Association, a Washington non-profit Corporation (UBI 602 11 3521)
GRANTEE(S): City of Anacortes, a Washington municipal corporation.
ABBREVIATED LEGAL: TRACT D and PTNS of TRACT A, "Cedar Springs PUD", AF 200011080023
ASSESSOR PARCEL / TAX ID NUMBER: P117571/ 4768-000-999-0000

UTILITY EASEMENT

THIS EASEMENT is made by and between Cedar Springs Homeowners Association, a Washington non-profit corporation (UBI 602 11 3521) (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 the Parcel identified above, as described in Exhibit A (the Easement), 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 Grantors.

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.

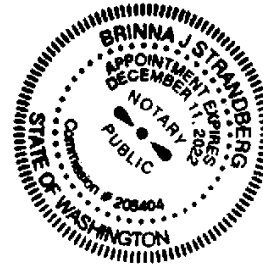
This easement and each of the terms, provisions, conditions and covenants herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Any covenant granted herein shall be a covenant running with the land.

Dated this 27 day of June, 2022.

By: Ann Lee Shotwell

Printed Name: ARTHUR LEE SHOTWELL

STATE OF WASHINGTON)
)ss.
COUNTY OF SKAGIT)



On this 27 day of June, 2022, before, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Arthur Lee Shotwell to me known to be the individual(s) described in to me known to be the individual(s) described in with the authority to bind Cedar Springs Homeowners Association, a Washington non-profit Corporation (UBI 602 11 3521) 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 27th day of June, 2022.

Brinna Strandberg
Notary Public in and for the State of WA
Residing at Anacortes, WA
My appointment expires 12-11-2022

EXHIBIT A

Legal Description of Easement Area

A tract of land located in Cedar Springs PUD, said PUD is situated in the Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 25, Township 35 North, Range 1 East, W.M. and recorded under Auditors File Number 200101250072 and 200011080023 records of Skagit County WA.

Said tract of land is more particularly described as follows:

All of Tract D, 39th Court of said PUD,

Together with that portion of Tract A of said PUD lying south of Tract D, 39th Court and North of property described in Record of Survey recorded under Auditor's File number 9110090039, records of Skagit County WA., and North of said Tract C

Together with that portion of Tract A of said PUD lying east of Tract D, 39th Court and west of the Tract C of said PUD.

Together with that portion of Tract A of said PUD described as follows:

Beginning at the most northwesterly point of said Tract D;

Thence west parallel with the north line of said Tract D for a distance of 15 feet;

Thence south parallel with the west line of said Tract D to the point of intersection with said Tract D.