



202305120029

05/12/2023 11:24 AM Pages: 1 of 4 Fees: \$206.50  
Skagit County Auditor

RETURN ADDRESS

ZIPLY FIBER NORTHWEST, LLC  
Attn.: Spec. – Easement/Right of Way  
135 Lake St. S, Ste. 155  
Kirkland, WA 98033

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

2023 6464

MAY 12 2023

Amount Paid \$ 49.80  
Skagit Co. Treasurer

By LT Deputy

TEMPORARY EASEMENT

THIS AGREEMENT, made and entered into, and effective as of the 12th of may, 2023, by and between Brent C. Christensen, a single person, hereinafter referred to as Grantor, and ZIPLY FIBER NORTHWEST, LLC, a Delaware limited liability company, whose business address is 1800 41<sup>st</sup> Street, Everett, Washington 98201, hereinafter referred to as the Grantee, WITNESSETH:

WHEREAS, Grantor is the owner of certain limits and premises situated in the SE 1/4 Section 7, Township 34, Range 2, East of W.M., County of Skagit, State of Washington, described as follows, to wit (“Grantor’s Property”):

See Exhibit A

SITUATE IN SKAGIT COUNTY, WASHINGTON

SKAGIT COUNTY TAX PARCEL NO. 340207-0-010-0405

AND WHEREAS, the Grantee is desirous of acquiring certain rights and privileges over, under, above, and across the said lands and premises.

NOW THEREFORE, Grantor, for and in consideration of the sum of \$1.00 and other consideration, receipt of which is hereby acknowledged, hereby conveys and grants to Grantee, its agents, contractors, successors, and assigns, a perpetual easement allowing Grantee the right, privilege, and authority to install, inspect, and maintain all of the facilities necessary to provide communication service, power service, and related services across, over, under, and upon the following described lands and premises situated in the County of Whatcom, State of Washington, to-wit:

A right-of-way ten (10) feet in width with five (5) feet on each side of a centerline described as follows:

Commencing at an existing power pole due southwest of the southwest corner of the above described parcel; Thence northerly along the westerly side of parcel, an approximate distance of 260.00 feet; Thence northwesterly a distance of 115.0 feet, more or less, to an existing power pole on the west side of SR 20 and the terminus of said centerline. Centerline length within property is approximately 285 feet.

This easement is granted together with the right of ingress to and egress from said lands across adjacent lands of the Grantor, as reasonably necessary for the purpose of installing, inspecting, or maintaining said facilities, and the right at any time to remove said facilities from said lands. Also, Grantee shall have the right to trim or remove any brush, trees, shrubs, structures, or objects within the Easement Area that may interfere with the construction, maintenance, and operation of said facilities. The Grantee’s easement rights hereunder shall be exercised upon that area immediately surrounding and located between the Grantee’s above-ground facilities to be constructed within the Grantor’s real property described above.

Grantee shall restore, to a like or better condition, any and all of Grantor's existing improvements which are disturbed by Grantee's said installation, inspection, maintenance, and/or removal of said facilities. Grantor and the heirs, successors, or assigns of Grantor may continue to use the surface of the Easement Area so long as such use does not interfere with Grantee's rights contained in this agreement. All landscaping in the Easement Area shall be of such a character as to permit ready removal and replacement if maintenance or excavation is required.

The rights, titles, privileges, and authority hereby granted shall continue to be in force until such time as the Grantee, its successors, or assigns, shall permanently remove said facilities from said lands, or shall otherwise permanently abandon said facilities, at which time all such rights, title, privileges, and authority hereby granted shall terminate.

Grantee shall defend, indemnify, and hold Grantor and its employees, agents, contractors and successors harmless from any and all claims, liens, costs, or liabilities, including attorney's fees, for damage to property or injury of persons, and to any work done or to be done, or otherwise resulting from Grantee's use of the above described Easement, except for that which is attributable to the negligence or willful misconduct of Grantor, its employees, agents, or contractors. The foregoing indemnification obligation shall include, but is not limited to, all claims against the Grantor by an employee or former employee of the Grantee or any of the Grantee's agents or contractors. For this purpose, the Grantee expressly waives, as respects the Grantor only, all immunity and limitation on liability under any industrial insurance Act, including Title 51 RCW, or other workers compensation act, disability act or other employee benefits of any act of any jurisdiction which would otherwise be applicable in the case of such a claim.

The Grantor warrants that the Grantor has good title to the above property and warrants the Grantee title to, and quiet possession of, the Easement conveyed hereto.

**THIS EASEMENT SHALL TERMINATE WHEN GRANTEE REMOVES ITS FACILITIES FROM GRANTOR'S PROPERTY; TO COINCIDE WITH THE COMPLETION OF THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATIONS UNNAMED CREEK FISH PASSAGE PROJECT.**

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

*(signature page follows)*

GRANTOR:

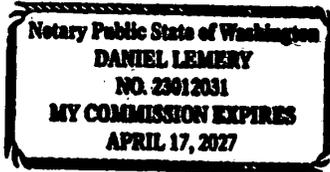
[Signature]

Brent C. Christensen

STATE OF WASHINGTON)  
)ss  
COUNTY OF SKAGIT)

On this 12th of May, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Brent C. Christensen, known to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

Witness my hand and official seal hereto affixed the day and year first above written.



[Signature]  
NOTARY PUBLIC in and for the State of Washington  
residing at Anacortes therein  
My appointment expires April 17, 2027

Zipty Project Name: 5515206

## EXHIBIT A

## Legal Property Description

(1.2900 ac) TRACT D OF SHORT PLAT NO. 13-81, APPROVED APRIL 10, 1981, RECORDED APRIL 27, 1981 IN VOLUME 5 OF SHORT PLATS, PAGES 61 AND 62, UNDER AUDITOR'S FILE NO. 8104270038, AND BEING A PORTION OF GOVERNMENT LOT 5, SECTION 7, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M. EXCEPT THE SOUTH 27 FEET THEREOF, ALSO EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED FEBRUARY 3, 1998, UNDER AUDITOR'S FILE NO. 9802030111, RECORDS OF SKAGIT COUNTY, WASHINGTON. TOGETHER WITH AN UNDIVIDED 1/8TH INTEREST IN TRACT E OF SAID SHORT PLAT NO. 13-81. EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED FEBRUARY 3, 1998, UNDER AUDITOR'S FILE NO. 9802030111, RECORDS OF SKAGIT COUNTY, WASHINGTON.