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06/12/2023 11:23 AM Pages: 1 of 3 Fees: \$205.50
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 6859

JUN 12 2023

Amount Paid \$ 94.60

Skagit Co. Treasurer

By Deputy

UT

EASEMENT

THIS AGREEMENT, made and entered into, and effective as of the 12th of JUNE, 2023, by and between Heritage Forest LLC, a Washington limited liability company, hereinafter referred to as Grantor, and ZIPLY FIBER NORTHWEST, LLC, a Delaware limited liability company, whose business address is 1800 41st 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 01, Township 34, Range 04, East of W.M., County of Skagit, State of Washington, described as follows, to wit ("Grantor's Property"):

LOT 11, BLOCK 3 OF PLAT OF CLEAR LAKE AS RECORDED IN VOLUME 4 OF PLATS AT PAGE 22 AND 23, RECORDS OF SKAGIT COUNTY, WASHINGTON, TOGETHER WITH THAT PORTION OF THE 100 FOOT WIDE BURLINGTON NORTHERN RAILROAD COMPANY (FORMERLY NORTHERN RAILROAD COMPANY) RIGHT OF WAY THAT LIES EAST AND NORTH OF THE EAST LINE OF SAID LOT 11 AND DESCRIBED IN AUDITORS FILE NOS. 8901190076, 8904040009 AND 9106270143, RECORDS OF SKAGIT COUNTY, WASHINGTON; EXCEPT ANY PORTION OF THE ABOVE DESCRIBED PREMISES LYING SOUTH OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT THE SOUTHWEST CORNER SAID LOT 11; THENCE NORTH 19°02'58" EAST ALONG THE WEST LINE OF LOT 11, A DISTANCE OF 59.13 FEET TO THE INITIAL POINT OF THIS LINE DESCRIPTION; THENCE SOUTH 86°22'36" EAST, A DISTANCE OF 140.39 FEET TO THE EAST LINE OF THE BURLINGTON NORTHERN RAILROAD COMPANY RIGHT OF WAY AND THE TERMINAL POINT OF THIS LINE DESCRIPTION.

SITUATE IN SKAGIT COUNTY, WASHINGTON

SKAGIT COUNTY TAX PARCEL NO. 4138-003-011-0008

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 Skagit, State of Washington, to-wit:

A right of way ten (10) feet, with five (5) feet of width on each side of Grantee's asbuilt anchor and down guy facilities, lying Northerly above the following described line:

Commencing at the most Northern tip of the above described property thence Southwesterly along the Northwesterly margin of said property 40 feet to the true point of beginning of said line; thence East 90 degrees to the East Margin of said property.

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.

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

(signature page follows)

GRANTOR: Heritage Forest LLC



James Claus



Robert Claus

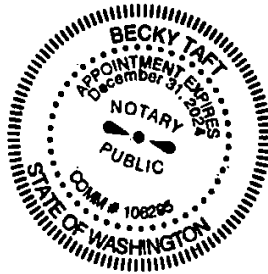
STATE OF WASHINGTON)

)ss

COUNTY OF SKAGIT)

On this 6 of June, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared James Claus and Robert Claus, to me known to be the persons who signed as the individual governors, of Heritage Forest LLC, a Washington limited liability company, that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed of Heritage Forest LLC, for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute said instrument on behalf of said entity.

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



NOTARY PUBLIC in and for the State of Washington
residing at Seahurst therein
My appointment expires 12/31/2025

Ziply Project Name: 5515065