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08/02/2023 12:12 PM 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 7228
JUL 12 2023

Amount Paid \$ 21.00
Skagit Co. Treasurer
By *LT* Deputy

EASEMENT

THIS AGREEMENT, made and entered into, and effective as of the 8th day of July 2023, by and between LOLA LANG, as her sole and separate property, 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 Northwest Quarter of the Southeast Quarter Section 35, Township 34 North, Range 4 East of W.M., County of Skagit, State of Washington, described as follows, to wit ("Grantor's Property"):

THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 34 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, LYING NORTHERLY OF THE LITTLE MOUNTAIN BIG LAKE COUNTY ROAD AS CONVEYED TO SKAGIT COUNTY BY DEED RECORDED UNDER AUDITOR'S FILE NO. 391624;

EXCEPT THE WEST 60 FEET;

AND EXCEPT THE NORTH 20 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER;

AND EXCEPT THE NORTH 20 FEET OF THE WEST 90 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON

SKAGIT COUNTY TAX PARCEL NO. 340435-4-006-0001 (P29813)

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:

THREE EASEMENT AREAS TEN (10) FEET IN WIDTH WITH FIVE (5) FEET OF SUCH WIDTH ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:

THE CENTERLINE OF GRANTEE'S FACILITIES AS NOW CONSTRUCTED, TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PROPERTY, GENERALLY LOCATED AS SHOWN ON EXHIBIT "A" ATTACHED TO THAT CERTAIN EASEMENT TO PUGET SOUND ENERGY DATED MARCH 11, 2019 AND RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 201904170047.

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 only be exercised upon that area immediately surrounding and located between the Grantee's above-ground facilities to be constructed within the Easement Area 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)

Lola Lang
LOLA LANG

On this 8th day of July, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared LOLA LANG, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that she executed the same.

A circular notary seal for Carl Zaremba, a Notary Public in the State of Washington. The seal features a double-lined border. The outer ring contains the text "CARL ZAREMBA" at the top and "STATE OF WASHINGTON" at the bottom. The inner ring contains "COMMISSION EXPIRES" at the top and "PUBLIC" at the bottom. In the center, the text "NOTARY" is at the top, "68063" is in the middle, and "4-29-25" is at the bottom.

NOTARY PUBLIC in and for the State of Washington
residing at Monroe therein
My appointment expires April 29, 2025

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