



202310060035

10/06/2023 11:37 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

20238313
OCT 06 2023

Amount Paid \$21.00
Skagit Co. Treasurer

By **KB** Deputy

EASEMENT

THIS AGREEMENT, made and entered into, and effective as of the 22nd day of September 2023, by and between PENELOPE J BARNES, a single person, 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 Southeast Quarter of the Northeast Quarter of 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"):

PARCEL A:

THE SOUTH 240 FEET OF THE EAST 250 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.,

EXCEPT THE SOUTH 15 FEET THEREOF.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON

PARCEL B:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SUBDIVISION WHICH IS THE SOUTHEAST CORNER OF LOT A OF REVISED SHORT PLAT NO. 73-77, APPROVED JANUARY 26, 1979, RECORDED JANUARY 26, 1979, AS AUDITOR'S FILE NO. 895547 IN BOOK 3 OF SHORT PLATS, PAGE 66;

THENCE NORTH 01°47'30" EAST TO A POINT 15 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT A;

THENCE NORTH 88°37'59" WEST TO A POINT WHICH BEARS NORTH 01°47'30" EAST FROM THE NORTHEAST CORNER OF LOT 6 OF LAKE TERRACE, AS PER PLAT RECORDED IN VOLUME 12 OF PLATS, PAGE 70, THENCE SOUTH 01°47'30" WEST TO SAID NORTHEAST CORNER OF LOT 6; THENCE SOUTH 88°37'59" EAST TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON

SKAGIT COUNTY TAX PARCEL NO. 340435-0-002-0003 (P29747)

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:

EASEMENT AREA NO. 1 :

THAT PORTION OF THE ABOVE DESCRIBED PROPERTY BEING A STRIP OF LAND FIVE (5) FEET WIDE LYING PARALLEL WITH AND COINCIDENT TO THE NORTHERLY MARGIN OF LITTLE MOUNTAIN ROAD, CO-LOCATED WITH PUGET SOUND ENERGY FACILITIES AND LYING ENTIRELY WITHIN THE EASEMENT AREA DESCRIBED IN THE EASEMENT DATED APRIL 7, 2019 AND RECORDED MAY 6, 2019 UNDER SKAGIT COUNTY AUDITOR'S FILE NO.# 201905060089.

EASEMENT AREA NO. 2 :

ONE (1) EASEMENT AREA 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, CO-LOCATED WITH PUGET SOUND ENERGY FACILITIES AND LYING ENTIRELY WITHIN THE EASEMENT AREA AS SHOWN ON EXHIBIT "B" ATTACHED TO THAT CERTAIN EASEMENT TO PUGET SOUND ENERGY DATED APRIL 7, 2019 AND RECORDED MAY 6, 2019 UNDER SKAGIT COUNTY AUDITOR'S FILE NO.# 201905060089.

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.

Notwithstanding the foregoing, or any rights granted elsewhere herein, Grantee shall not install any additional down guys or anchors during the construction, maintenance, and operation of said facilities, nor disturb any vegetation, without the Grantor's express written consent.

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.

GRANTOR:



PENELOPE J BARNES

STATE OF WASHINGTON)


)ss

COUNTY OF SKAGIT)

On this 22nd day of September, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared PENELOPE J BARNES, 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.

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 Monroe therein
My appointment expires April 29, 2025

Little Mountain Road
Project No. 866835 (P P69 P69E P70)