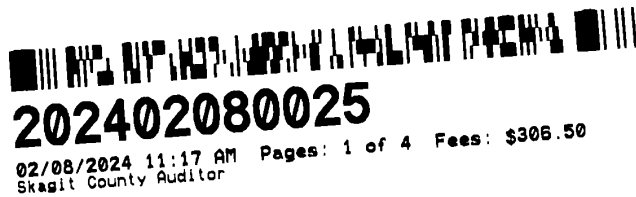


RETURN ADDRESS

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

20249519  
FEB 08 2024

Amount Paid \$ 21.00  
Skagit Co. Treasurer  
By [Signature] Deputy

**EASEMENT**

THIS AGREEMENT, made and entered into, and effective as of the 27th day of January 2024, by and between BRIAN DAVID HOUGH AND JUSTIN MICHAEL HOUGH, as their respective separate property, 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 Government Lots 3 & 4 in Section 36, Township 34 North, Range 4 East of W.M., County of Skagit, State of Washington, described as follows, to wit ("Grantor's Property"):

ABBREVIATED LEGAL DESCRIPTION: PTN GOV'T LOTS 3 & 4, in Sec 36, T34N, R4E

COMPLETE LEGAL DESCRIPTION FOUND ATTACHED (Page 4)

SKAGIT COUNTY TAX PARCEL NOs. 340436-2-055-0008 (P29930) &  
340436-0-056-0007 (P29931) & 340436-2-054-0009 (P29929)

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:

**ON' (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, GENERALLY LOCATED AS SHOWN ON EXHIBIT "B" ATTACHED TO THAT CERTAIN EASEMENT TO PUGET SOUND ENERGY DATED OCTOBER 31, 2018 AND RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 201902010061.**

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 ground anchor during the construction, maintenance, and operation of said facilities, without the Grantor's express written consent. Any additional down guy(s) required must be attached to the single existing anchor presently located within the Easement Area at this location.

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.

*[The remainder of this page is intentionally left blank.]*

*(signature page follows)*

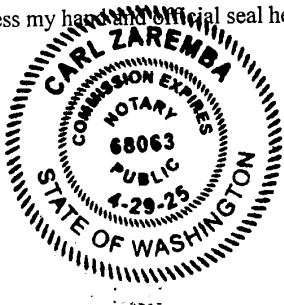
**GRANTOR:**

  
BRIAN DAVID HOUGH


*Justin Hough*  
JUSTIN MICHAEL HOUGH

STATE OF WASHINGTON) ss  
COUNTY OF SKAGIT )

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



day and year first above written.



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

Little Mountain Road  
Project No. 866835 (P72A)

## LEGAL DESCRIPTION

That portion of Government Lots 3 and 4 in Section 36, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at the Northwestern corner of the Southeasterly 100 feet of that portion of Government Lot 4 in said Section, lying Easterly of the County road known as Big Lake Boulevard, and Northwesternly of the Northwesternly line of Tract 3, "BIG LAKE WATER FRONT TRACTS, SKAGIT COUNTY, WASHINGTON," as per plat recorded in Volume 4 of Plats, page 12, records of Skagit County, Washington; thence Northwesternly along the Easterly line of Big Lake Boulevard 30 feet to the true point of beginning; thence continue Northwesternly along said Easterly line to the South line of said Government Lot 3; thence North 06°55'00" West along the Easterly line of said road 150 feet; thence North 02°25'30" West along the Easterly line of said road 20 feet; thence Southeasterly in a straight line to the meander line of Big Lake at the Southeasterly corner of those premises conveyed to Anton Haugen, et ux, by deed dated October 24, 1957, recorded October 25, 1957, in Volume 290 of Deeds, page 241, recorded under Auditor's File No. 557724, records of Skagit County, Washington; thence Southerly along the meander line of said Government Lots 3 and 4 to the Northwesternly line of the Southeasterly 100 feet of that portion of said Government Lot 4 lying Easterly of the County road and Northwesternly of the Northwesternly line of Tract 3 of said "BIG LAKE WATER FRONT TRACTS"; thence Southwesterly to the true point of beginning;

EXCEPT that portion of said Government Lots 3 and 4 in Section 36, Township 34 North, Range 4 East, W.M., described as follows:

Beginning at the Southwest corner of a tract conveyed to Argus Blackburn by deed dated January 17, 1961, and recorded January 31, 1961, under Auditor's File No. 603640, records of Skagit County, Washington; thence Northwesternly along the East line of Big Lake Boulevard 77 feet; thence Easterly to a point on the meander line of Big Lake that is 47 feet North of the Southeast corner of said Blackburn premises; thence Southerly along said meander line to the Southeast corner of said Blackburn premises; thence Westerly along the South line of said Blackburn premises to the point of beginning;

AND EXCEPT that portion, if any, conveyed to John S. Burgess and Dorothy A. Burgess, husband and wife, in instrument titled "Agreement Establishing Boundary", recorded August 1, 1996, under Auditor's File No. 9608010133, records of Skagit County, Washington;

TOGETHER WITH shorelands of the second class, as conveyed by the State of Washington, located in front of, adjacent to, abutting thereon.

Situate in the County of Skagit, State of Washington.