



202501310089

01/31/2025 04:27 PM Pages: 1 of 4 Fees: \$306.50
Skagit County Auditor

RETURN ADDRESS

All Private Landowner Easements:
NW Fiber LLC dba ZiPLY Fiber
Attn: Andi Saxton
Joint Use – Easement / Right of Way
426 E. Casino Rd.
Everett, WA 98208

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
2025 0215
JAN 31 2025
Amount Paid \$ 21.00
Skagit Co. Treasurer
By *lt* Deputy

EASEMENT

THIS AGREEMENT, made and entered into, and effective as of the 22 of Jan, 2024⁵, by and between Sanjuana Mejia, a married person, as her separate estate, and Elena M. Tejeda, a single person, hereinafter referred to as Grantor, and ZIPLY FIBER NORTHWEST, LLC, a Delaware limited liability company, whose business address is 426 East Casino Road, Everett, WA 98208, hereinafter referred to as the Grantee, WITNESSETH:

WHEREAS Grantor is the owner of certain limits and premises situated in the NW 1/4 Section 26, Township 35, Range 04, NE of W.M., County of Skagit, State of Washington, described as follows, to wit (“Grantor’s Property”):

That portion of Tracts 1 and 2 of Jameson Acreage Property according to the plat thereof recorded in Volume 3 of Plats, page 20, records of Skagit County, Washington described as follows:

Beginning at a point on the North line of said Tract 2 which is 20 feet West of the Northeast corner of said Tract;
Thence South to the Northerly line of the county road;
Thence Easterly along said Northerly line of the North line of said Tract 1;
Thence West to the point of beginning.

SITUATE IN SKAGIT COUNTY, WASHINGTON

SKAGIT COUNTY TAX PARCEL NO. P76500

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, maintain, repair, replace, or remove 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:

The southerly 10 (ten) feet of the above-described real property as generally depicted on Exhibit A, attached hereto and by this reference made a part hereof.

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, maintaining, repairing, replacing, or removing said facilities, and the right at any time to remove said facilities from said lands. Also, the 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.

The Grantee shall restore to a substantially like condition, any and all of Grantor's existing improvements which are disturbed by Grantee's said installation, inspection, maintenance, repair, replacement, 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 Easement. 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 run with the land and continue to be in force until such time as the Grantee, its successors, or assigns, shall permanently remove said facilities from said Easement Area, or shall otherwise permanently abandon said facilities, at which time all such rights, title, privileges, and authority hereby granted shall terminate.

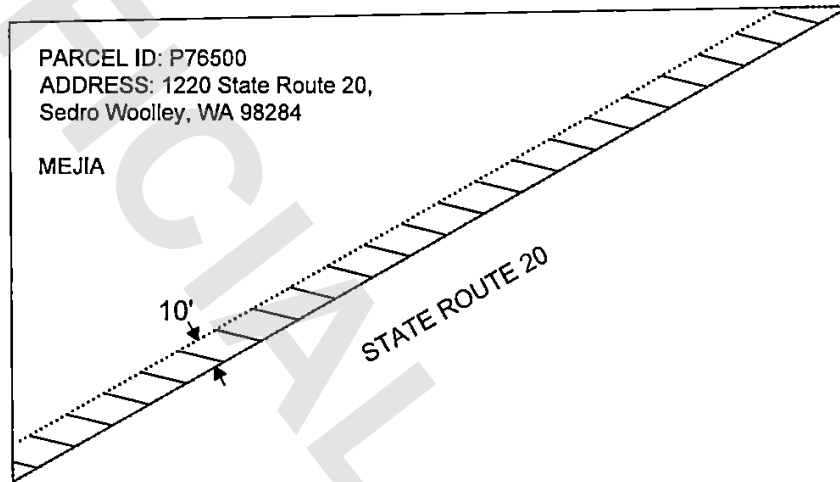
Grantee shall defend, indemnify, and hold Grantor and its employees, agents, contractors and successors harmless from any and all claims, liens, costs, or liabilities, including attorney's fees, for damage to property or injury of persons, and to any work done or to be done, or otherwise resulting from 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)

EXHIBIT A
DEPICTION OF EASEMENT AREA



LEGEND:

	PARCEL LIMITS (PROPERTY LINE)
	EASEMENT

DATE:	08.29.2024	
DESIGNED BY:	K. LAFLEUR	
ATCO CONTACT:	360.339.7152 kateryna.buxton@atcotelecom.com	
SCALE:	N ↑ ↓ ↑	SIGNATURE: <i>Kateryna La Fleur</i>
1" = 50'		



 ATCO COMMUNICATIONS SERVICES, LLC www.atcotelecom.com		PERMITS EASEMENT LAND SURVEY RIGHT OF WAY 360.563.9000 708 FIRST STREET SNOHOMISH, WA 98290
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