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03/17/2025 10:54 AM Pages: 1 of 5 Fees: \$307.50
Skagit County Auditor

RETURN ADDRESS
ZIPLY FIBER NORTHWEST, LLC
Attn.: Spec. – Easement/Right of Way
135 Lake St. S., STE 155
Kirkland, WA 98033

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 12-3-24

ziply

EASEMENT

THIS AGREEMENT, made and entered into, and effective as of the 21 of November, 2024, by and between THE SWINOMISH INDIAN TRIBAL COMMUNITY, a federally recognized Indian Tribe, whose mailing address is 11404 Moorage Way, La Conner, WA 98257, hereinafter referred to as Grantor, and ZIPLY FIBER NORTHWEST, LLC, a Delaware limited liability company, whose business address is 135 Lake St. S. STE 155, Kirkland, WA 98033, hereinafter referred to as the Grantee, WITNESSETH:

WHEREAS, Grantor is the owner of certain limits and premises situated in the Southwest Quarter of the Northwest Quarter of Section 35 Township 34 North, Range 02 East of W.M., County of Skagit, State of Washington, described as follows, to wit ("Grantor's Property"):

Legal Description of Subject Property

THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 34 NORTH, RANGE 2 EAST. W.M., EXCEPT THE SOUTH 20 FEET THEREOF, AND EXCEPT THE EAST 1/2 OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

SKAGIT COUNTY TAX PARCEL NO. P20825

AND WHEREAS, the Grantee is desirous of acquiring certain rights and privileges over, above, and across the said lands and premises.

NOW THEREFORE, Grantor, for and in consideration of the sum of \$2,089.06, receipt of which is hereby acknowledged, hereby conveys and grants to Grantee, its agents, contractors, successors, and assigns, the non-exclusive right, privilege, and authority to install, inspect, maintain, repair and replace all of the facilities necessary to provide communication service, power service, and related services for a term of 25 years across, over, and upon the following described lands and premises situated in the County of Skagit, State of Washington, to-wit:

Legal Description of Easement Area (The "Easement" or "Easement Area".)

The South six (6) feet of the above described real property as shown graphically on Exhibit A attached hereto and by this reference incorporated herein.

Together with the right of ingress to and egress from said lands across adjacent lands of the Grantor, for the sole purposes of installing, inspecting, maintaining, repairing or replacing said facilities, and the right at any time to remove said facilities from the Easement Area. Also, the right at all times to trim or remove any brush, trees, shrubs, structures, or objects that may interfere with the construction, maintenance, and operation of said facilities. The facilities and any other permanent improvements placed by the Grantee in the Easement Area shall be fully owned, maintained, and operated by the Grantee. Grantor reserves the right to reasonable access and use of the Easement Area for any purpose not inconsistent or in interference with the rights granted herein.

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 hereby covenant and agree not to construct or permit to be constructed any structures of any kind on the Easement Area without approval of the Grantee.

The rights, titles, privileges, and authority hereby granted shall continue to be in force until the earlier of the termination of this Agreement or 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, and contractors 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 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 Grantee, its employees, agents, and contractors (including subcontractors) shall comply with all applicable Tribal, Federal, and State laws when acting pursuant to this Agreement, including, without limitation, obtaining and complying with all necessary Tribal, Federal, and State permits.

The Grantee warrants that it will maintain, for the term of this Agreement, the following minimum insurance against claims for injuries to persons or damages to property, which may arise from the privileges and rights granted herein: (1) Commercial General Liability Insurance with \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate; (2) Automobile Liability Insurance with \$1,000,000 combined single limit per occurrence; and (3) Umbrella Liability Insurance with \$1,000,000 per occurrence and in the aggregate.

The Grantor warrants that the Grantor has good title to the above-described property and further warrants the Grantee quiet enjoyment of the Easement conveyed hereto.

This Agreement contains the complete understanding between the Parties with respect to the subject matter herein. There are no other representations, agreements, or understandings, oral or written, by the Parties relating to the subject matter of this Agreement that are not fully expressed herein.

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

(signature page follows)

GRANTOR: THE SWINOMISH INDIAN TRIBAL COMMUNITY

Steve Edwards

Printed Name, Authorized Representative

St Edwards

Signature, Authorized Representative

STATE OF WASHINGTON)
)ss
COUNTY OF Skagit)

On this 14 of November, 2024, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Steve Edwards, authorized representative for Swinomish Indian Tribal Community, known to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

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



Kelly George

NOTARY PUBLIC in and for the State of Washington
Kelly George residing at Anacortes therein
My appointment expires 3-7-28

GRANTEE: ZIPLY FIBER NORTHWEST, LLC

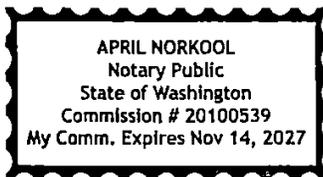
Brian Jay
Printed Name, Authorized Representative VP, TREASURY & RISK

[Signature]
Signature, Authorized Representative

STATE OF WASHINGTON)
)ss
COUNTY OF King)

On this 21 of Nov, 2024, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Brian Jay, authorized representative for Ziplly Fiber Northwest, LLC, known to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

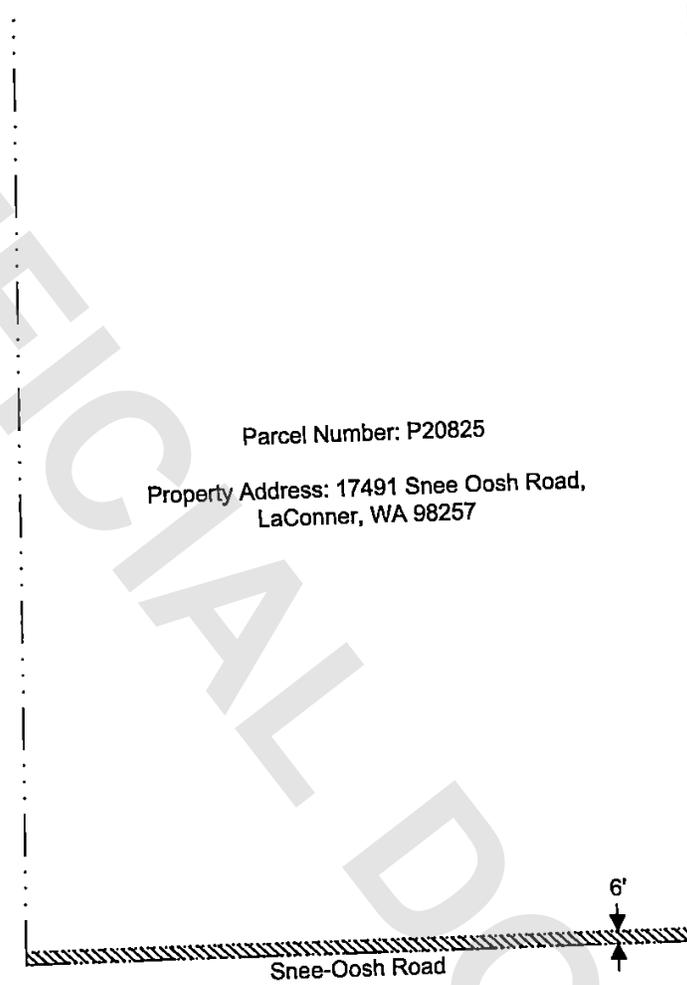
Witness my hand and official seal hereto affixed the day and year first above written.



April Norkool
NOTARY PUBLIC in and for the State of Washington
residing at Kirkland, WA therein
My appointment expires Nov 14, 2027

Ziplly Project Name: _____

EXHIBIT A
DEPICTION OF EASEMENT AREA



LEGEND:

	PARCEL LIMITS (PROPERTY LINE)
	EASEMENT

DATE:	05.02.2024	
DESIGNED BY:	K. LAFLEUR	
ATCO CONTACT:	360.399.7152 kateryna.buxton@atcotelecom.com	
SCALE:	N ↑ 1" = 80'	SIGNATURE: <i>Kateryna La Fleur</i>

 ATCO COMMUNICATIONS SERVICES, LLC www.atcotelecom.com		ziply fiber Everett, WA 98206
PERMITS EASEMENT LAND SURVEY RIGHT OF WAY		
360.563.9000 708 FIRST STREET SNOHOMISH, WA 98290		