



202507290020

07/29/2025 09:50 AM Pages: 1 of 7 Fees: \$309.50  
Skagit County Auditor

AFTER RECORDING RETURN TO:  
NW Fiber LLC dba Zipty Fiber  
Attn: Andi Saxton  
Joint Use – Easement / Right of Way  
426 E. Casino Rd.  
Everett, WA 98208

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX  
2025-2405  
JUL 29 2025  
Amount Paid \$ 15.77  
Skagit Co. Treasurer  
By CC Deputy

**ZIPLY EASEMENT**

THIS AGREEMENT, made and entered into, and effective as of the 26<sup>th</sup> of June, 2025, by and between David D. Gilliland and Cynthia A. Gilliland, husband and wife, 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 Northwest ¼ of the Southwest ¼ of Section 5, Township 34 North, Range 2 East W.M., County of Skagit, State of Washington, described as follows, to wit (“Grantor’s Property”):

PARCEL A: See Exhibit A Attached hereto and incorporated herein by reference for property legal description.

PARCEL B: See Exhibit B Attached hereto and incorporated herein by reference for property legal description.

SITUATE IN SKAGIT COUNTY, WASHINGTON

PARCEL A: SKAGIT COUNTY TAX PARCEL NO. P19941 340205-4-011-0000

PARCEL B: SKAGIT COUNTY TAX PARCEL NO. P19938 340205-0-008-0005

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:

PARCEL A: That portion of property within the above described parcel being a strip of land ten (10) feet wide lying parallel with and coincident to the easterly margin of State Route 20, as shown in Exhibit C, attached hereto and by this reference made a part hereof.

PARCEL B: That portion of property within the above described parcel being a strip of land ten (10) feet wide lying parallel with and coincident to the easterly margin of State Route 20, as shown in Exhibit C, attached hereto and by this reference made a part hereof.

## ZiPLY Fiber Easement



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

## Property Legal Description PARCEL A

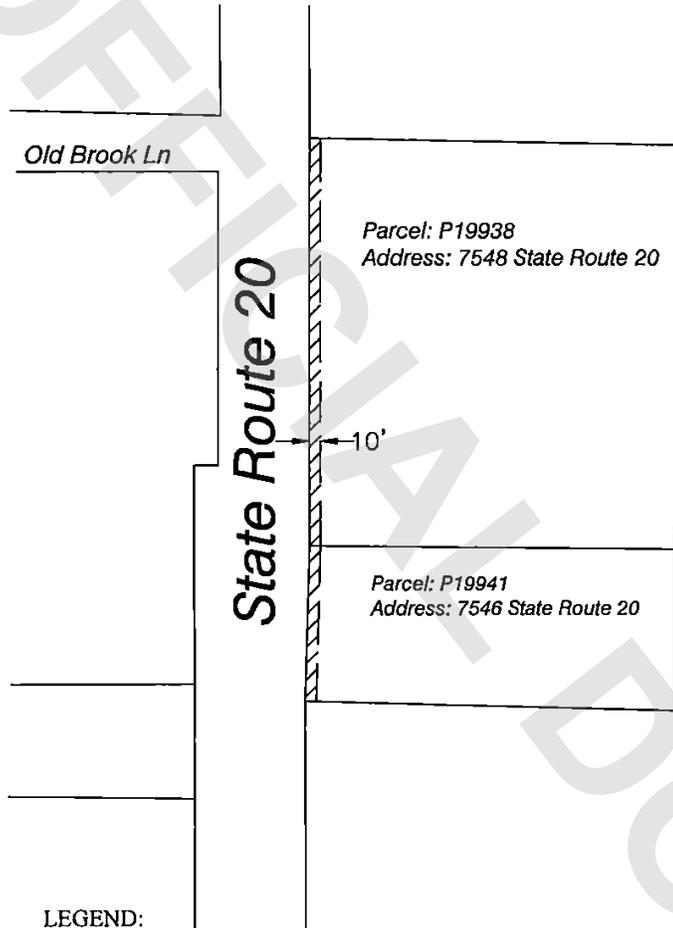
THAT PORTION OF GOVERNMENT LOT 2 OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 2 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF THE AS BUILT AND EXISTING STATE HIGHWAY RUNNING ALONG THE WEST LINE OF SAID GOVERNMENT LOT 2 AT A POINT THAT IS 946 FEET SOUTH OF THE EAST AND WEST CENTERLINE OF SAID SECTION 5, SAID POINT BEING ON THE SOUTH LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO LLOYD MCKINNON, ET UX, BY DEED RECORDED UNDER AUDITOR'S FILE NO. 566059, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE EAST ALONG THE SOUTH LINE OF SAID MCKINNON TRACT, A DISTANCE OF 329 FEET, MORE OR LESS, TO A POINT THAT IS 359 FEET EAST OF THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 5; THENCE SOUTH PARALLEL WITH THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 5, A DISTANCE OF 139 FEET, MORE OR LESS, TO THE NORTH LINE OF THE SOUTH 15 RODS (247.5 FEET) OF SAID GOVERNMENT LOT 2; THENCE WEST ALONG THE NORTH LINE OF SAID SOUTH 15 RODS, A DISTANCE OF 329 FEET, MORE OR LESS, TO THE EAST LINE OF THE STATE HIGHWAY; THENCE NORTH ALONG SAID EAST LINE OF THE HIGHWAY, A DISTANCE OF 139 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXHIBIT B

Property Legal Description PARCEL B

THAT PORTION OF GOVERNMENT LOT 2, SECTION 5, TWP 34, RNG 2 DESCRIBED AS FOLLOWS;  
BEGINNING AT A POINT ON THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 5, 583 FEET  
SOUTH OF THE CENTER OF SAID SECTION; THENCE EAST 359 FEET; THENCE SOUTH 363 FEET;  
THENCE WEST 359 FEET TO THE SAID NORTH AND SOUTH CENTERLINE; THENCE NORTH 363 FEET  
TO THE POINT OF BEGINNING; EXCEPT STATE HIGHWAY ALONG THE WEST LINE THEREOF

EXHIBIT C  
DEPICTION OF EASEMENT AREA



LEGEND:

	PARCEL LIMITS (PROPERTY LINE)
	EASEMENT

DATE:		02/21/2025
DESIGNED BY:		S. MICKENS
ATCO CONTACT:		803-629-2163 Savannah.Mickens@atcotelecom.com
NOT TO SCALE	N ↑ ⊕	SIGNATURE: <i>Savannah Mickens</i>



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