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05/18/2023 01:25 PM 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

2023 6884  
MAY 18 2023

Amount Paid \$ 21.00  
Skagit Co. Treasurer  
By *LT* Deputy

EASEMENT

THIS AGREEMENT, made and entered into, and effective as of the 9<sup>th</sup> day of May, 2023, by and between SILVER CREEK PROPERTY INVESTMENTS, L.L.C., a Washington limited liability company, 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 the Southeast Quarter of the Southeast Quarter of Section 7, Township 36 North, Range 4 East of W.M., County of Skagit, State of Washington, described as follows, to wit (“Grantor’s Property”):

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, LYING EASTERLY OF THE PACIFIC HIGHWAY, AND SOUTHERLY OF PARK ROAD AND NORTHWESTERLY OF SILVER CREEK.

EXCEPT ANY PORTION OF SAID PROPERTY LYING NORTHERLY AND EASTERLY OF TRACTS A, B, C AND D OF SHORT PLAT 15-88 APPROVED JULY 12, 1988 AND RECORDED JULY 13, 1988 UNDER RECORDING NUMBER 8807130023. (SAID PROPERTY MEASURING 400 FEET MORE OR LESS EAST OF THE NORTHWEST CORNER AND 200 FEET, MORE OR LESS TO SILVER CREEK FROM SAID NORTHWEST CORNER).

RECORDS OF SKAGIT COUNTY, WASHINGTON

SKAGIT COUNTY TAX PARCEL NO. 360407-0-014-0001 (Parcel # P49018)

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:

*[Description of Easement Area on following page.]*

**THAT PORTION OF THE HEREIN DESCRIBED GRANTOR'S PROPERTY BEING A STRIP OF LAND 5 FEET IN WIDTH, LYING 2½ FEET ON EACH SIDE OF THE CENTERLINE OF THE GRANTEE'S TELECOMMUNICATIONS FACILITIES SITUATED THEREIN, OR TO BE SITUATED THEREIN, AND CO-LOCATED WITH PUGET SOUND ENERGY'S FACILITIES IN THE NORTHWESTERLY CORNER OF GRANTOR'S PROPERTY.**

**(FOR THE PLACEMENT AND MAINTENANCE OF AERIAL FACILITIES ONLY)**

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.

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.

*(signature page follows)*

