



202306120052

06/12/2023 11:23 AM 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 6858
JUN 12 2023

Amount Paid \$ 35.00
Skagit Co. Treasurer
By LT Deputy

EASEMENT

THIS AGREEMENT, made and entered into, and effective as of the 9th of June, 2023, by and between Joel W. Greenfield, and unmarried person, hereinafter referred to as Grantor, and ZIPLY FIBER NORTHWEST, LLC, a Delaware limited liability company, whose business address is 1800 41st Street, Everett, Washington 98201, hereinafter referred to as the Grantee, WITNESSETH:

WHEREAS, Grantor is the owner of certain limits and premises situated in the SE 1/4 Section 12, Township 35, Range 10, East of W.M., County of Skagit, State of Washington, described as follows, to wit ("Grantor's Property"):

THAT PORTION OF THE EAST HALF OF GOVERNMENT LOT 1, SECTION 12, TOWNSHIP 35 NORTH, RANGE 10 EAST, W.M., DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 1; THENCE NORTH 1-35-21 EAST ALONG THE EAST LINE OF SAID GOVERNMENT LOT 1, A DISTANCE OF 199.84 FEET TO THE NORTHERLY LINE OF STATE HIGHWAY 20; THENCE NORTH 78-04-00 WEST ALONG THE NORTHERLY LINE OF SAID STATE HIGHWAY 20, A DISTANCE OF 223.61 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTH 78-04-00 WEST ALONG SAID NORTHERLY LINE A DISTANCE OF 198.20 FEET TO THE EAST LINE OF THE WEST 210 FEET OF SAID EAST HALF OF GOVERNMENT LOT 1; THENCE NORTH 1-26-47 EAST ALONG THE EAST LINE OF THE WEST 210 FEET A DISTANCE OF 223.51 FEET; THENCE SOUTH 78-04-00 EAST PARALLEL WITH STATE HIGHWAY 20 A DISTANCE OF 198.20 FEET TO A POINT WHICH BEARS NORTH 1-26-47 EAST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 1-26-47 WEST A DISTANCE OF 223.51 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN SKAGIT COUNTY, WASHINGTON

SKAGIT COUNTY TAX PARCEL NO. 351012-0-041-0004

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 Whatcom, State of Washington, to-wit:

That portion of property within above described parcel being a strip of land 15 feet wide lying parallel with the coincident to the north margin of State Route 20.

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 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.

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.

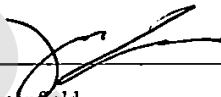
Grantee shall defend, indemnify, and hold Grantor and its employees, agents, contractors and successors harmless from any and all claims, liens, costs, or liabilities, including attorney's fees, for damage to property or injury of persons, and to any work done or to be done, or otherwise resulting from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

GRANTOR:

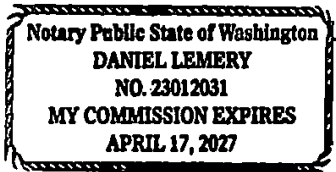


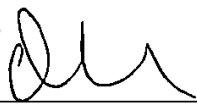
Joel W. Greenfield

STATE OF WASHINGTON)
)ss
COUNTY OF SKAGIT)

On this 9th of June, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Joel W. Greenfield, 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.





NOTARY PUBLIC in and for the State of Washington
residing at Ferndale therein
My appointment expires April 27th 2027

ZiPLY Project Name: 5520398