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09/11/2023 10:42 AM Pages: 1 of 5 Fees: \$207.50
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 8011
SEP 11 2023

Amount Paid \$ 0
Skagit Co. Treasurer
By *LT* Deputy

EASEMENT

THIS AGREEMENT, made and entered into, and effective as of the 3rd of Sept, 2023, by and between Ryan Huerter and Kelsey Huerter, a married couple, 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 NW 1/4 Section 36, Township 34, Range 04, NE of W.M., County of Skagit, State of Washington, described as follows, to wit ("Grantor's Property"):

See Exhibit A attached hereto and by reference made a part hereof.

SITUATE IN SKAGIT COUNTY, WASHINGTON

SKAGIT COUNTY TAX PARCEL NO. 3882-000-044-0005

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, 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 square (5) five feet by (5) five feet, located in the northern most property corner.

All as generally shown on Exhibit B attached hereto and incorporated herein by reference.

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)

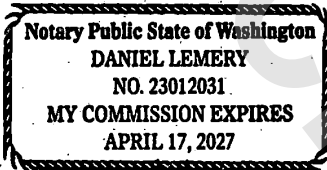
GRANTOR(S):

Ryan Huerter
Ryan Huerter

STATE OF WASHINGTON)
)ss
COUNTY OF SKAGIT)

On this 3rd of Sept, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Ryan Huerter, 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.



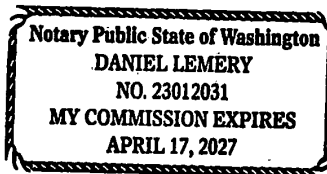
Daniel Lemery
NOTARY PUBLIC in and for the State of Washington
residing at Mount Vernon therein
My appointment expires April 17, 2027

Kelsey Huerter
Kelsey Huerter

STATE OF WASHINGTON)
)ss
COUNTY OF SKAGIT)

On this 3rd of Sept, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Kelsey Huerter, 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.



Daniel Lemery
NOTARY PUBLIC in and for the State of Washington
residing at Mount Vernon therein
My appointment expires April 17, 2027

ZiPLY Project Name: 5515536

Exhibit A**Property Legal Description**

The land referred to herein below is situated in the unincorporated area in county of Skagit, state of Washington and is described as follows:

Parcel A:

Tract 44 and the Northwesterly 10 feet of Tract 45 as measured perpendicular from the Northerly boundary thereof, PLAT OF CHEASTYS BIG LAKE TRACTS, SKAGIT COUNTY, WASHINGTON, according to the plat thereof recorded in Volume 4 of Plats, page 49, records of Skagit County, Washington.

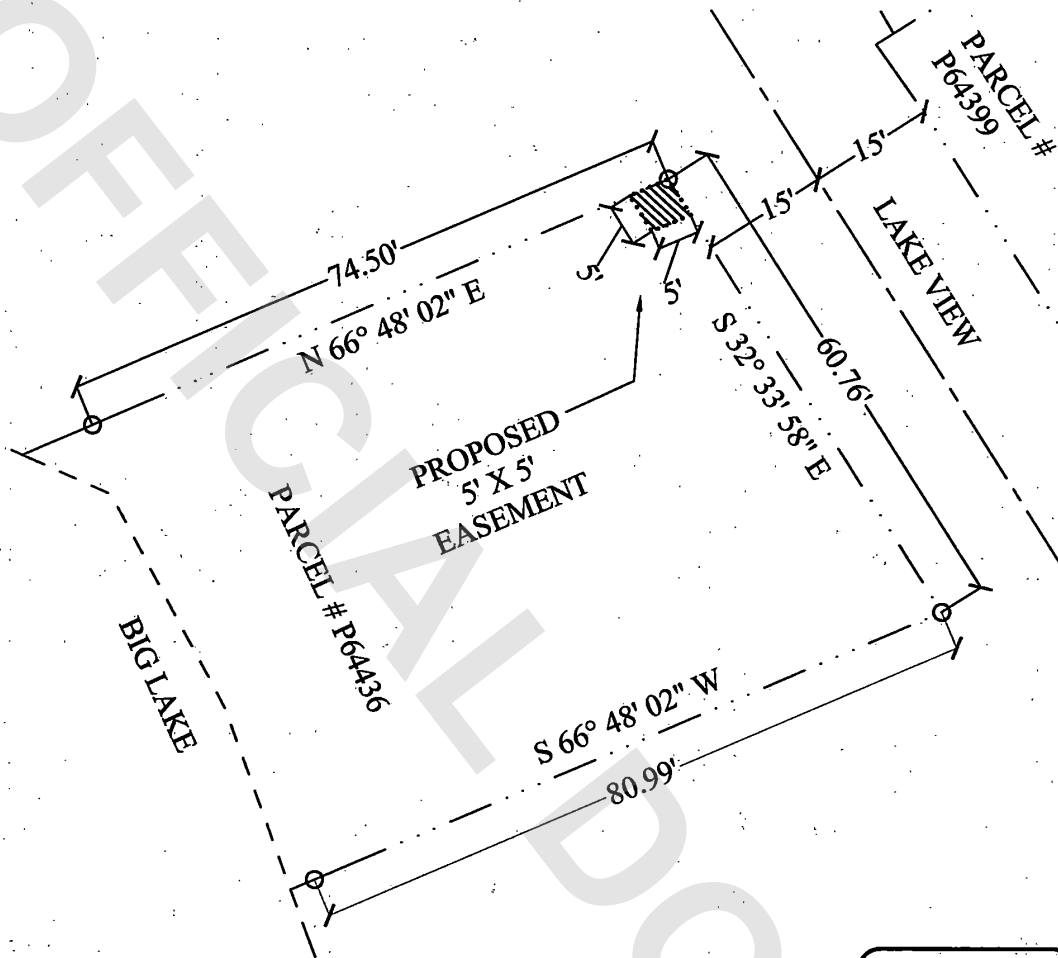
Situated in Skagit County, Washington

Parcel B:

Second class shorelands as conveyed by the State of Washington, situate in front of, adjacent to or abutting upon said Tract 44 and Northwesterly 10 feet of Tract 45 of said Plat of Cheastys Big Lake Tracts, according to the plat thereof, recorded in Volume 4 of Plats, page 49, records of Skagit County, Washington.

Situate in Skagit County, Washington

EXHIBIT B
DEPICTION OF EASEMENT AREA



LEGEND:

	CENTER LINE
	PARCEL LIMITS (PROPERTY LINE)
	PROPOSED EASEMENT

DATE:	8.30.2023	
DESIGNED BY:	Z. SCHERRER	
ATCO CONTACT:	260.525.1619 zachary.scherrer@atcotelecom.com	
SCALE:	N 1" = 20'	SIGNATURE: <i>Zachary Scherrer</i>



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