RETURN ADDRESS

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

202310060032

.0/05/2023 11:37 AM Pages: 1 of 3 Fees: \$205.50

SKAGIT COUNTY WASHINGTON REAL ESTATE EXCISE TAX 2023632(

OCT 0 6 2023

Amount Paid \$29.00

Skapit Co. Treasurer

Skagit Co. Treasurer

By Lo Deputy

EASEMENT

THIS AGREEMENT, made and entered into, and effective as of the 30th day of September 2023, by and between RENAE AMCFADDEN, a single 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 Northeast Quarter of the Southeast Quarter of Section 35, Township 34 North, Range 4 East of W.M., County of Skagit, State of Washington, described as follows, to wit ("Grantor's Property"): P24865

THAT PORTION OF THE NORTH 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., LYING EAST OF THE COUNTY ROAD RIGHT-OF-WAY, EXCEPT COUNTY ROAD RIGHT-OF WAY ALONG THE NORTH LINE THER .OF; AND EXCEPT THE FOLLOWING DESCRIBED TRACT: BEGINNING AT A POINT ON THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4, 103 FEET WEST OF THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID SUBDIVISION, A DISTANCE OF 20 FEET TO THE SOUTH LINE OF THE COUNTY ROAD AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE SOUTH PARALLEL TO THE EAST LINE OF SAID SUBDIVISION 229 FEET; THENCE NORTH 48°41' WEST TO THE SOUTHEASTERLY LINE OF THE COUNTY ROAD; THENCE NORTHERLY AND EASTERLY ALONG THE SOUTH LINE OF SAID COUNTY ROAD RIGHT-OF-WAY TO THE TRUE POINT OF BEGINNING. AND EXCEPT THAT PORTION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 BEARING NORTH 88°37'59" WEST (CALLED WEST ON PREVIOUS DESCRIPTION) A DISTANCE OF 103.00 FEET FROM THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE SOUTH 0°45'43" WEST (CALLED SOUTH ON PREV. JUSLY DESCRIPTION) PARALLEL WITH THE EAST LINE OF SAID SUBDIVISION FOR A DISTANCE OF 20.00 FEET TO THE SOUTH LINE OF THE COUNTY ROAD (LITTLE MOUNTAIN ROAD); THENCE CONTINUE SOUTH 0°45'43" WEST FOR A DISTANCE OF 229.00 FEET; THENCE NORTH 47°55'17" WEST (CALLED NORTH 48°41' WEST ON PREVIOUS DESCRIPTION) FOR A DISTANCE OF 9.99 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTH 47°55'17" WEST FOR A DISTANCE OF 205.65 FEET, MORE OR LESS, TO THE SOUTHEASTERLY RIGHT-OF-WAY MARGIN OF SAID LITTLE MOUNTAIN ROAD; THENCE SOUTH 36°10'01" WEST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY MARGIN FOR A DISTANCE OF 6.03 FEET; THENCE SOUTH 47°55'17" EAST FOR A DISTANCE OF 210.30 FEET, MORE OR LESS, TO A POINT BEARING SOUTH 0°45'43" WEST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 0°45'43" EAST FOR A DISTANCE OF 7.99 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING. TOGETHER WITH THAT PORTION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID Page 1

NORTHEAST 1/4 OF THE SOUTHEAST 1/4 BEARING NORTH 88°37'59" WEST (CALLED WEST ON PREVIOUS DESCRIPTION) A DISTANCE OF 103.00 FEET FROM THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE SOUTH 0°45'43" WEST (CALLED SOUTH ON PREVIOUSLY DESCRIPTION) PARALLEL WITH THE EAST LINE OF SAID SUBDIVISION FOR A DISTANCE OF 20.00 FEET TO THE SOUTH LINE OF THE COUNTY ROAD (LITTLE MOUNTAIN ROAD) AND BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUE SOUTH 0°45'43" WEST FOR A DISTANCE OF 229.00 FEET; THENCE NORTH 47°55'17" WEST (CALLED NORTH 48°41' WEST ON PREVIOUS DESCRIPTION) FOR A DISTANCE OF 9.99 FEET; THENCE NORTH 0°45'43" EAST FOR A DISTANCE OF 230.40 FEET, MORE OR LESS, TO THE SOUTHERLY MARGIN OF SAID LITTLE MOUNTAIN ROAD AT A POINT BEARING NORTH 88°37'59" WEST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 88°37'59" EAST ALONG SAID SOUTHERLY MARGIN FOR A DISTANCE OF 7.50 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON

SKAGIT COUNTY TAX PARCEL NO. 340435-4-001-0006 (P29805)

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:

ONE (1) EASEMENT AREA TEN (10) FEET IN WIDTH WITH FIVE (5) FEET OF SUCH WIDTH ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS:

THE CENTERLINE OF GRANTEE'S FACILITIES AS NOW CONSTRUCTED, TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE ABOVE DESCRIBED PROPERTY, GENERALLY LOCATED AS SHOWN ON EXHIBIT "B" ATTACHED TO THAT CERTAIN EASEMENT TO PUGET SOUND ENERGY DATED MARCH 1, 2019 AND RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 201903180081.

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.

GRANTOR:

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STATE OF WASHINGTON)

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COUNTY OF SKAGIT

On this 30th day of September, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared RENAE A MCFADDEN, known to me to be the person whose name is subscribed to the within and foregoing instrument and acknowledged to me that she executed the same.

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

NOTARY PUBLIC in and for the State of Washington residing at Monroe therein

My appointment expires April 29, 2025

Little Mountain Road Project No. 866835 (P67A)

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