



202310060032

10/06/2023 11:37 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

20238321
OCT 06 2023

Amount Paid \$ 29.00
Skagit Co. Treasurer
By *KD* Deputy

EASEMENT

THIS AGREEMENT, made and entered into, and effective as of the 30th day of September 2023, by and between RENAE MCFADDEN, 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"): P29805

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 THEREOF; 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 PREVIOUS 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

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.

