



20231170051

11/17/2023 02:21 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 8788
NOV 17 2023

Amount Paid \$ 29⁰⁰
Skagit Co. Treasurer
By *BM* Deputy

EASEMENT

THIS AGREEMENT, made and entered into, and effective as of the 21st day of October 2023, by and between ERIC DEJONG and KYANN DEJONG, as co-Trustees of THE ERIC DEJONG AND KYANN DEJONG REVOCABLE LIVING TRUST, U/A dated November 10, 2022, 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 Northwest Quarter of Section 36, Township 34 North, Range 4 East of W.M., County of Skagit, State of Washington, described as follows, to wit ("Grantor's Property"):

NEW LOT 56 PER SURVEY AF#200302130117 AKA THAT PORTION OF LOTS 55, 56, AND 57, PLAT 1, LAKEVIEW TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5 OF PLATS, PAGES 2 AND 3, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 56;
THENCE SOUTH 87° 38' 30" EAST 114.82 FEET ALONG THE NORTH LINES OF SAID LOTS 56 AND 55;
THENCE SOUTH 18° 14' 54" EAST 247.27 FEET TO A POINT ON THE LINE BETWEEN SAID LOTS 55 AND 56.
THENCE SOUTH 52° 12' 00" WEST 104.26 FEET TO A CORNER OF A TRACT DESCRIBED IN QUIT CLAIM DEED TO MATTHEW MIHELICH AND TRISTINE MIHELICH AND RECORDED UNDER AUDITOR'S FILE NUMBERS 9512190066 AND 9601080086, RECORDS OF SKAGIT COUNTY, WASHINGTON;
THENCE NORTH 40° 38' 36" WEST 57.78 FEET ALONG THE LINE OF SAID MIHELICH TRACT;
THENCE NORTH 53° 55' 23" WEST 143.85 FEET ALONG THE LINE OF SAID MIHELICH TRACT TO THE WESTERLY LINE OF SAID LOT 56;
THENCE NORTH 25° 52' 35" EAST 6.70 FEET ALONG SAID WESTERLY LINE TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 412.45 FEET, THROUGH A CENTRAL ANGLE OF 24° 19' 50", AN ARC DISTANCE OF 175.15 FEET TO THE POINT OF BEGINNING.

SITUA1E IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON

SKAGIT COUNTY TAX PARCEL NO. 3941-000-056-0009 (P67127)

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 "A" ATTACHED TO THAT CERTAIN EASEMENT TO PUGET SOUND ENERGY DATED JANUARY 22, 2019 AND RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 201902110090.

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.

Notwithstanding the foregoing, or any rights granted elsewhere herein, Grantee shall not install any additional ground anchor during the construction, maintenance, and operation of said facilities, without the Grantor's express written consent. Any additional down guy(s) required must be attached to the single existing anchor presently located within the Easement Area at this location.

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:

THE ERIC DEJONG AND KYANN DEJONG REVOCABLE LIVING TRUST,
U/A DATED NOVEMBER 10, 2022



ERIC DEJONG, TRUSTEE



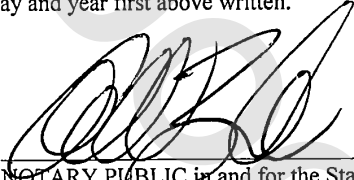
KYANN DEJONG, TRUSTEE

STATE OF WASHINGTON)
)ss
COUNTY OF SKAGIT)

On this 21st day of October, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ERIC DEJONG and KYANN DEJONG, who executed the within and foregoing instrument, and acknowledged that they are authorized to execute said instrument as Co-Trustees of THE ERIC DEJONG AND KYANN DEJONG REVOCABLE LIVING TRUST, U/A DATED NOVEMBER 10, 2022, to be the free and voluntary act of such parties for the uses and purposes therein mentioned in this instrument.

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 Monroe therein
My appointment expires April 29, 2025

Little Mountain Road
Project No. 866835 (P84A)