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11/17/2023 02:21 PM Pages: 1 of 4 Fees: \$208.50  
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 8787  
NOV 17 2023

Amount Paid \$ 29.00  
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 GARY K JOHNSON AND KRISTINE M JOHNSON, husband and wife, hereinafter referred to as Grantor, and ZIPLY FIBER NORTHWEST, LLC, a Delaware limited liability company, whose business address is 1800 41<sup>st</sup> Street, Everett, Washington 98201, hereinafter referred to as the Grantee, WITNESSETH:

WHEREAS, Grantor is the owner of certain limits and premises situated in the Southwest Quarter of Section 25 and 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"):

A PORTION OF LOTS 54 AND 55 OF THAT CERTAIN BOUNDARY LINE ADJUSTMENT APPROVED APRIL 3, 2013, RECORDED APRIL 29, 2013, UNDER AUDITOR'S FILE NO. 201304290223, RECORDS OF SKAGIT COUNTY, WASHINGTON, BEING MORE FULLY DESCRIBED AS FOLLOWS:

THAT PORTION OF LOTS 53, 54, 55, 56, 57 AND 63, "PLAT 1, LAKEVIEW TRACTS, BIG LAKE, SKAGIT CO., WASH." AS PER PLAT RECORDED IN VOLUME 5 OF PLATS, PAGES 2 AND 3, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND VACATED LAKEVIEW BOULEVARD ADJOINING SAID LOTS 53 AND 63, SAID PORTION BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID LOT 63 (ALSO THE NORTHWESTERLY CORNER OF LOT 56 AS SHOWN ON THE BOUNDARY LINE ADJUSTMENT SURVEY RECORDED UNDER AUDITOR'S FILE NO. 200302130117, RECORDS OF SKAGIT COUNTY, WASHINGTON), SAID POINT ALSO BEING ON THE EASTERLY MARGIN OF WEST BIG LAKE BOULEVARD AND BEING A POINT ON A CURVE CONCAVE TO THE WEST; THENCE NORTHERLY ALONG SAID MARGIN AND THE ARC OF SAID CURVE TO THE LEFT HAVING AN INITIAL TANGENT BEARING OF NORTH 01°32'45" EAST AND A RADIUS OF 412.45 FEET, THROUGH A CENTRAL ANGLE OF 12°11'10", AN ARC LENGTH OF 87.72 FEET TO A POINT OF TANGENCY;  
THENCE NORTH 10°38'25" WEST 62.74 FEET ALONG SAID MARGIN AND THE EASTERLY LINE OF SAID LOT 63;  
THENCE NORTH 77-11-52 EAST 204.04 FEET;  
THENCE SOUTH 12-48-08 EAST 137.24 FEET;  
THENCE SOUTH 12-23-45 WEST 71.94 FEET; THENCE SOUTH 18-14-55 EAST 152.82 FEET;  
THENCE NORTH 57-13-22 EAST 137.66 FEET;  
THENCE NORTH 62-39-25 EAST 81.80 FEET;  
THENCE NORTH 34-49-00 EAST A DISTANCE OF 139.82 FEET TO THE CENTERLINE OF SAID VACATED LAKE VIEW BOULEVARD AS SHOWN ON SAID PLAT 1, LAKE VIEW TRACTS, BIG LAKE, SKAGIT CO., WASH.;  
THENCE SOUTH 00-35-13 EAST 71.54 FEET ALONG SAID CENTERLINE TO AN ANGLE POINT IN SAID CENTERLINE;  
THENCE SOUTH 87-13-49 EAST 25 FEET, MORE OR LESS, ALONG SAID CENTERLINE TO BIG LAKE; THENCE WESTERLY AND SOUTHWESTERLY ALONG THE SHORELINE OF SAID BIG LAKE TO THE SOUTHERN LINE OF SAID LOT 57, AS DESCRIBED IN QUIT CLAIM DEED TO MATTHEW MIHELICH AND

TRISTINE MIHELICH AND RECORDED UNDER AUDITOR'S FILE NOS. 9512190066 AND 9601080086, RECORDS OF SKAGIT COUNTY, WASHINGTON;  
THENCE NORTH 70-37-16 WEST 25 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID MIHELICH TRACT;  
THENCE NORTH 18-14-12 EAST 75.80 FEET ALONG SAID MIHELICH TRACT;  
THENCE NORTH 52-12-00 EAST 104.26 FEET TO A POINT ON THE LINE BETWEEN LOTS 55 AND 56;  
THENCE NORTH 18-14-54 WEST 247.27 FEET ALONG SAID LOT 55 TO A CORNER AS SHOWN ON SAID BOUNDARY LINE ADJUSTMENT;  
THENCE NORTH 87-38-30 WEST 114.82 FEET ALONG THE NORTH LINES OF SAID LOTS 55 AND 56 TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON

SKAGIT COUNTY TAX PARCEL NO. 3941-000-055-0000 (P67126)

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 DECEMBER 26, 2018 AND RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 201901220128.**

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.

*(signature page follows)*

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