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08/02/2023 12:12 PM Pages: 1 of 4 Fees: \$206.50  
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 7226  
JUL 12 2023  
Amount Paid \$ 21.00  
Skagit Co. Treasurer  
By *LT* Deputy

**EASEMENT**

THIS AGREEMENT, made and entered into, and effective as of the 17<sup>th</sup> day of June 2023, by and between BECCA’S HOLDINGS LLC, a Washington Limited Liability Company, 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 Northeast Quarter of the Southeast Quarter of Section 7, Township 36 North, Range 4 East of W.M., County of Skagit, State of Washington, described as follows, to wit (“Grantor’s Property”):

ABBREVIATED LEGAL DESCRIPTION: PTN LOTS 1 & 2, BLK 5, PLAT OF ALGER (V4, P9)

COMPLETE LEGAL DESCRIPTION FOUND ON ATTACHED EXHIBIT A (PAGE 4)

SKAGIT COUNTY TAX PARCEL NO. 4042-005-002-0108 (P70391)

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:

**THAT PORTION OF THE WESTERLY 87.59 FEET OF THE GRANTOR’S PROPERTY LYING BETWEEN THE GRANTOR’S FENCE, AS CURRENTLY LOCATED, AND THE NORTHERLY MARGIN OF THE ALGER CAIN LAKE ROAD RIGHT-OF-WAY.**

**(FOR THE RELOCATION AND MAINTENANCE OF DOWN GUYS AND ANCHORS ONLY)**

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.

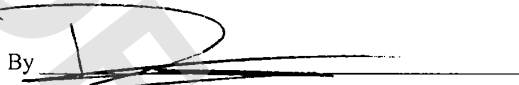
The Grantor warrants that the Grantor has good title to the above property and warrants the Grantee title to, and quiet possession of, the Easement conveyed hereto.

IN WITNESS WHEREOF, this instrument has been executed the day and year first above written.

*(signature page follows)*

GRANTOR:

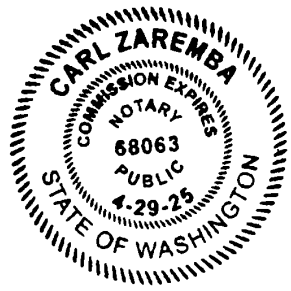
BECCA'S HOLDINGS LLC

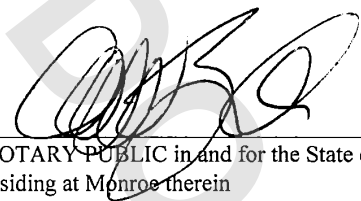
By 

BY: Rebecca Joostens  
ITS: Managing Member

STATE OF WASHINGTON )  
  ) ss  
COUNTY OF SKAGIT )

On this 17th day of June, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Rebecca Joostens, to me known to be the person who signed as the Managing Member of BECCA'S HOLDINGS LLC, a Washington Limited Liability Company, that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of BECCA'S HOLDINGS LLC for the uses and purposes therein mentioned; and on oath stated that he/she was authorized to execute said instrument on behalf of said entity.  
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

\_\_\_\_\_  
Alger Cain Lake Road  
Project No. 867681 (P1B)

## EXHIBIT A LEGAL DESCRIPTION

### PARCEL A:

THOSE PORTIONS OF LOTS 1 AND 2, BLOCK 5, PLAT OF ALGER, SKAGIT COUNTY, WASHINGTON, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE 9, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 2;  
THENCE NORTHWESTERLY ALONG THE EAST LINE OF SAID LOT TO THE NORTHEAST CORNER THEREOF;  
THENCE WEST ALONG THE NORTH LINE OF SAID LOT 301.50 FEET;  
THENCE AT RIGHT ANGLES SOUTHERLY TO THE NORTH LINE OF PARK ROAD, AS SHOWN ON THE ABOVE PLAT;  
THENCE EAST ALONG THE NORTH LINE OF PARK ROAD TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING:

COMMENCING AT THE SOUTHWEST CORNER OF LOT D, SHORT PLAT 41-82, LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M., SAID POINT BEING THE SOUTHEAST CORNER OF LOT 2, BLOCK 5, PLAT OF ALGER,  
THENCE NORTH 01°05'00" WEST ALONG THE WEST LINE OF LOT D, A DISTANCE OF 107.13 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUING NORTH 01°05'00" WEST A DISTANCE OF 70.00 FEET TO A CAP AND REBAR, MARKING THE NORTHEAST CORNER OF SAID LOT, ALSO BEING AN ANGLE POINT IN SAID LOT D;  
THENCE SOUTH 88°55'00" WEST A DISTANCE OF 17.00 FEET TO A POINT ON THE NORTH LINE OF LOT 2,  
THENCE SOUTH 14°44'01.5" EAST A DISTANCE OF 72.03 FEET TO THE TRUE POINT OF BEGINNING.

### PARCEL B:

COMMENCING AT THE SOUTHWEST CORNER OF LOT D, SHORT PLAT 41-82, LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M., SAID POINT BEING THE SOUTHEAST CORNER OF LOT 2, BLOCK 5, PLAT OF ALGER,  
THENCE NORTH 01°05'00" WEST, ALONG THE WEST LINE OF LOT D, A DISTANCE OF 177.13 TO THE NORTHEAST CORNER OF SAID LOT 2, AND AN ANGLE POINT IN THE WEST LINE OF SAID LOT D;  
THENCE SOUTH 88°55'00" WEST, A DISTANCE OF 37.50 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2, BEING THE TRUE POINT OF BEGINNING;  
THENCE SOUTH 88°55'00" WEST ALONG SAID NORTH LINE, A DISTANCE OF 70.00 FEET TO A 2 INCH IRON PIPE BEING AN ANGLE POINT IN THE WEST LINE OF LOT D, ALSO BEING THE SOUTHEAST CORNER OF LOT 3, BLOCK 5;  
THENCE NORTH 01°05'00" WEST, A DISTANCE OF 17.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT D;  
THENCE SOUTH 77°25'58.5" EAST A DISTANCE OF 72.03 FEET TO THE TRUE POINT OF BEGINNING.

SKAGIT COUNTY ASSESSOR'S TAX PARCEL # 4042-005-002-0108 (PARCEL # P70391)