



202504250061

04/25/2025 12:42 PM Pages: 1 of 5 Fees: \$307.50
Skagit County Auditor

AFTER RECORDING RETURN TO:
NW Fiber LLC dba Ziply Fiber
Attn: Andi Saxton
Joint Use – Easement / Right of Way
426 E. Casino Rd.
Everett, WA 98208

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2025 1248
APR 25 2025

Amount Paid \$13.00
Skagit Co. Treasurer
By *CT* Deputy

ZIPLY EASEMENT

THIS AGREEMENT, made and entered into, and effective as of the 9th of April, 2025, by and between Cynthia A. Backlund a single person, hereinafter referred to as Grantor, and ZIPLY FIBER NORTHWEST, LLC, a Delaware limited liability company, whose business address is 426 East Casino Road, Everett, WA 98208, hereinafter referred to as the Grantee, WITNESSETH:

WHEREAS Grantor is the owner of certain limits and premises situated in the Northwest ¼ of the Southwest ¼ of Section 5, Township 34 North, Range 2 East W.M., County of Skagit, State of Washington, described as follows, to wit ("Grantor's Property"):

See Exhibit A Attached hereto and incorporated herein by reference for property legal description.

SITUATE IN SKAGIT COUNTY, WASHINGTON

SKAGIT COUNTY TAX PARCEL NO. P19939 340205-0-009-0004

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, maintain, repair, replace, or remove 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 property within the above described parcel being a strip of land ten (10) feet wide lying parallel with and coincident to the easterly margin of State Route 20, as shown in Exhibit B, attached hereto and by this reference made a part hereof.

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, maintaining, repairing, replacing, or removing said facilities, and the right at any time to remove said facilities from said lands. Also, the 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 be exercised upon that area immediately surrounding and located between the Grantee's above-ground facilities to be constructed within the Grantor's real property described above.

The Grantee shall restore to a substantially like condition, any and all of Grantor's existing improvements which are disturbed by Grantee's said installation, inspection, maintenance, repair, replacement,

ZiPLY Fiber Easement



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 Easement. 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 run with the land and continue to be in force until such time as the Grantee, its successors, or assigns, shall permanently remove said facilities from said Easement Area, or shall otherwise permanently abandon said facilities, at which time all such rights, title, privileges, and authority hereby granted shall terminate.

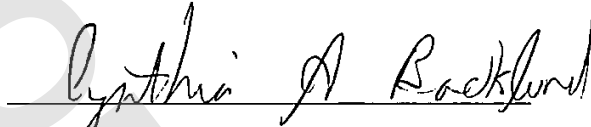
Grantee shall defend, indemnify, and hold Grantor and its employees, agents, contractors and successors harmless from any and all claims, liens, costs, or liabilities, including attorney's fees, for damage to property or injury of persons, and to any work done or to be done, or otherwise resulting from 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:



Cynthia A. Backlund

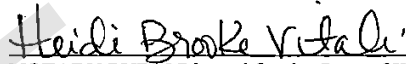
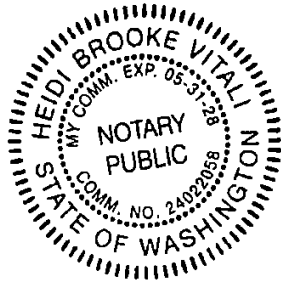
STATE OF WASHINGTON)

)ss

COUNTY OF SKAGIT)

On this 09 of April, 2025, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Cynthia A. Backlund, known to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed the same.

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 Anacortes, WA thereinMy appointment expires 05-31-2028

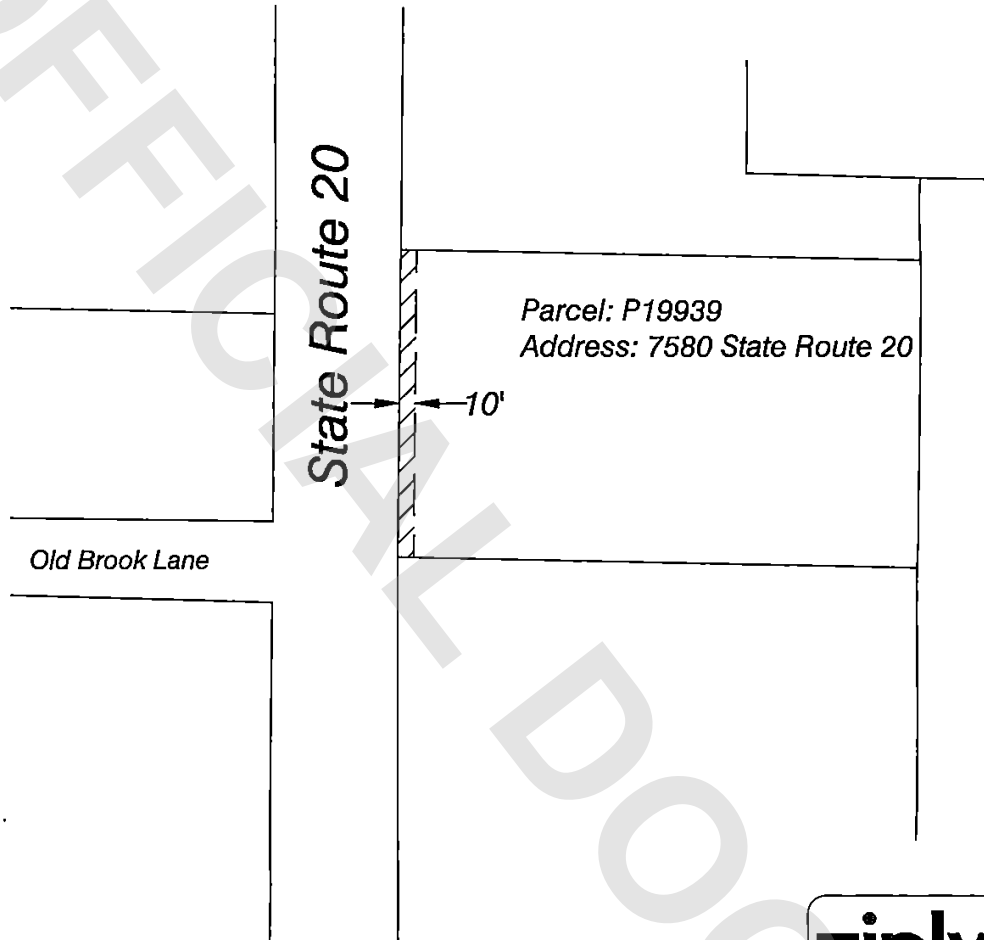
Zipty Project: WO964925 6011338

EXHIBIT A

Property Legal Description

TOGETHER WITH THAT CERTAIN 1973 ROADRUNNER CARRIAGE MOBILE HOME 70/14 SERIAL NO. FD1470CKRS206: A TRACT OF LAND IN THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 (ALSO KNOWN AS GOVERNMENT LOT 2) OF SECTION 5, TOWNSHIP 34 NORTH, RANGE 2 EAST W.M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF THE STATE HIGHWAY 391.0 FEET SOUTH AND 30.0 FEET EAST OF THE CENTER OF SECTION 5; THENCE SOUTH 88 DEGREES 57' EAST PARALLEL TO THE NORTH LINE OF SAID SUBDIVISION 329.0 FEET TO A POINT THAT IS 359 FEET EAST OF THE NORTH AND SOUTH CENTERLINE ON SAID SECTION 5; THENCE SOUTH 0 DEGREES 13' WEST PARALLEL TO THE NORTH AND SOUTH CENTERLINE OF SAID SECTION 5, A DISTANCE OF 192.0 FEET TO A POINT ON THE NORTH LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO LLOYD MCKINNON, ET UX, BY INSTRUMENT RECORDED UNDER AUDITOR'S FILE NUMBER 526734, RECORDS OF SKAGIT COUNTY, WASHINGTON; THENCE NORTH 88 DEGREES 57' WEST ALONG THE NORTH LINE OF SAID MCKINNON TRACT, A DISTANCE OF 329.0 FEET TO THE EAST RIGHT OF WAY LINE OF SAID STATE HIGHWAY; THENCE NORTH 0 DEGREES 13' EAST ALONG SAID HIGHWAY RIGHT OF WAY LINE, 192.0 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
DEPICTION OF EASEMENT AREA



LEGEND:

	PARCEL LIMITS (PROPERTY LINE)
	EASEMENT

DATE:		02/18/2025
DESIGNED BY:		D. WILLIAMS
ATCO CONTACT:		979-549-8994 Derek.Williams@atcotelecom.com
NOT TO SCALE	N ↑ ↑ ↑	SIGNATURE: <i>Derek Williams</i>

ATCO COMMUNICATIONS SERVICES, LLC
www.atcotelecom.com

PERMITS
EASEMENT
LAND SURVEY
RIGHT OF WAY
360.563.9000
708 FIRST STREET
SNOHOMISH, WA
98290

Everett, WA 98206