

**202305180056**05/18/2023 01:25 PM Pages: 1 of 7 Fees: \$209.50
Skagit County Auditor**Return Address:**ATTN: DAVID von MORITZ
WaveDivision Holdings, LLC
3700 Monte Villa Pkwy
Bothell, WA 98021SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX2023 6537
MAY 18 2023Amount Paid \$ 21.00
Skagit Co. Treasurer

By Deputy

Document Title(s) (or transactions contained therein):

1. Utility Easement Agreement

Reference Number(s) of Documents assigned or released: N/A
(on page of documents(s))**Grantor(s)** (Last name first, then first name and initials):

1. ANDERSON, CHAD W
2. ANDERSON, CHARLENE E

Grantee(s) (Last name first, then first name and initials):

1. WAVEDIVISION HOLDINGS, LLC

Legal description (abbreviated: i.e. lot, block, plat or section, township, range)

PTN NW ¼ SW ¼ Sec. 4, T36N R4e

☒ Full legal is on page(s) 7 of document.**Assessor's Property Tax Parcel/Account Number**

360404-3-003-0209 (P48839)

UTILITY EASEMENT AGREEMENT

This Utility Easement Agreement (this "**Agreement**") is made and entered into as of this 9th day of May, 2023 (the "**Effective Date**"), by and between CHAD W ANDERSON AND CHARLENE E ANDERSON, husband and wife (the "**Grantor**"), and WAVEDIVISION HOLDINGS, LLC a Delaware limited liability company ("**Astound**").

Background

Grantor owns certain real property located in Skagit County, Washington, comprised of approximately 5.46 acres, commonly known as 608 Alger CCC Road, Sedro Wooley, WA 98284, and having Skagit County Assessor's Tax Parcel No. 360404-3-003-0209 (P48839) as more particularly described on **Schedule 1** to this Agreement (the "**Property**"). Astound provides its customers with a variety of telecommunications, high speed data transmission, broadband Internet access and other similar services. Grantor desires to grant Astound a utility easement allowing Astound to install and maintain to install and maintain certain coaxial and/or fiber optic cable and associated equipment and facilities (collectively, the "**Network Facilities**") on, in, over, under, upon and through a portion of the Property, under the terms and conditions contained in this Agreement.

Agreement

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Astound now agree as follows:

1. Grant of Easement and Right of Access. Grantor hereby grants and conveys to Astound a perpetual, non-exclusive easement in gross (the "**Easement**") over, under, upon and across the following portion of the Property (the "**Easement Area**"):

EASEMENT AREA NO. 1: AN EASEMENT AREA TEN (10) FEET IN WIDTH HAVING FIVE (5) FEET OF SUCH WIDTH ON EACH SIDE OF THE CENTERLINE OF GRANTEE'S FACILITIES AS NOW CONSTRUCTED OR TO BE CONSTRUCTED LYING WITHIN THE ABOVE DESCRIBED PROPERTY TO A DISTANCE OF TEN (10) FEET EASTERLY FROM THE WESTERLY LINE OF SAID PROPERTY.

EASEMENT AREA NO. 2: AN EASEMENT AREA TEN (10) FEET IN WIDTH HAVING FIVE (5) FEET OF SUCH WIDTH ON EACH SIDE OF THE CENTERLINE OF GRANTEE'S FACILITIES AS NOW CONSTRUCTED OR TO BE CONSTRUCTED LYING WITHIN THE ABOVE DESCRIBED PROPERTY TO A DISTANCE OF ELEVEN (11) FEET EASTERLY FROM THE WESTERLY LINE OF SAID PROPERTY.

Astound may use the Easement Area solely for installing, maintaining and operating its Network Facilities (the "**Permitted Use**"). In connection with the Easement, Grantor also grants to Astound a continuing right of access (the "**Access Right**") over, across, upon and through those portions of the Property that are reasonably necessary for Astound to access in order to reach the Easement Area and perform the Permitted Use.

2. Ownership of the Network Facilities. The Network Facilities are and shall at all times be and remain the sole and exclusive property of Astound and subject to Astound's sole and exclusive management and control, and neither Grantor nor any subsequent owner(s) of the Property or any part thereof shall acquire any right, title, or interest in any Network Facilities.
3. Covenants of the Parties. Grantor covenants and agrees that Grantor shall not grant to any other individual or entity, any easements, licenses or other rights in or to the Property that could materially and adversely interfere with Astound's Permitted Use of the Easement Area and Astound's Network Facilities installed on the Easement Area. Grantor further covenants and agrees Grantor shall in no way disturb, alter or move any part of the Network Facilities or otherwise interfere with Astound's rights and obligations as provided under this Agreement. Astound covenants and agrees to use its commercially reasonable efforts to promptly remediate any damage to the Property proximately resulting from Astound's use of the Easement Area. Astound covenants and agrees to indemnify and hold Grantor harmless from any loss, cost and expense incurred by Grantor as a direct consequence of any third party claim proximately resulting from Astound's use of the Easement Area.
4. Easement Runs With the Land. The Easement and Access Right granted to Astound by this Agreement are intended to touch and concern the Property, and shall run with the Property and be binding on Grantor's successors in title to the Property in perpetuity. Astound shall hold the rights and benefits granted by this Agreement in gross, and Astound's rights under this Agreement shall be freely assignable.
5. Representations of the Parties. Each of the parties represents and warrants to the other that: (i) they have all necessary power and authority to enter into and perform the terms of this Agreement; and (ii) they have duly executed and acknowledged this Agreement and that this Agreement constitutes a valid and binding agreement of such party, enforceable in accordance with its terms.
6. Miscellaneous. Grantor agrees to take or cause to be taken such further actions, to execute, deliver and file such further documents and instruments and to obtain such consents as may be necessary or may be reasonably requested by Astound to fully effectuate the purposes of this Agreement and the Easement granted by this Agreement. Astound shall be responsible for personal property taxes, if any, that are assessed with respect to the Network Facilities and Grantor shall be responsible for all real property and personal property taxes, if any, assessed with respect to the Property. This Agreement shall not be amended, altered or modified except by an instrument in writing duly executed and acknowledged by the parties hereto. This Agreement shall be governed and construed in accordance with the laws of the State in which the Property is located. This Agreement may be executed in multiple counterparts, and all counterparts shall collectively constitute a single agreement.

IN WITNESS WHEREOF, the parties, intending to be legally bound hereby, have duly executed this Agreement for the purposes and consideration expressed in it and delivered this Agreement as of the date first written above.

GRANTOR:

Chad Anderson
CHAD W ANDERSON

Charlene E Anderson
CHARLENE E ANDERSON

ASTOUND:

WAVEDIVISION HOLDINGS, LLC, a
Delaware limited liability company

By Jared Sonne

Name: Jared Sonne

Title: SVP/GM

[The remainder of this page is intentionally left blank.]

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

I certify that I know or have satisfactory evidence that CHAD W ANDERSON AND CHARLENE E ANDERSON are the persons who signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Witness my hand and official seal hereto affixed the day and year first above written.



A handwritten signature of Carl V Zarembo in black ink, written over a horizontal line.

(Signature of Notary)

Carl V Zarembo

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at Monroe.
My appointment expires: April 29, 2025.

[The remainder of this page is intentionally left blank.]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Placer

On May 17th, 2023 before me, Susan White-Villarreal, Notary Public, Sr. VP / General Manager, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]

(Seal)

[The remainder of this page is intentionally left blank.]

Schedule 1
to
Utility Easement Agreement
Legal Description of Property

THAT PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 4 EAST, W.M., LYING WESTERLY OF THE FORMER RAILROAD RIGHT-OF-WAY, NOW THE C.C.C. ROAD, AND LYING EASTERLY OF THE CAIN LAKE ROAD, AS NOW ESTABLISHED AND LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 4;
THENCE SOUTH 0° 05' 32" WEST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, 291.22 FEET TO AN INTERSECTION WITH THE WESTERLY EXTENSION OF A LINE OF IRON PIPES, AS ESTABLISHED ON AN EXISTING FENCE LINE;
THENCE SOUTH 89° 52' 46" EAST ALONG SAID LINE 581.97 FEET TO AN IRON PIPE ON THE EASTERLY MARGIN OF SAID CAIN LAKE ROAD AND THE TRUE POINT OF BEGINNING OF SAID LINE;
THENCE CONTINUE SOUTH 89° 52' 46" EAST ALONG SAID FENCE LINE 562.08 FEET TO AN IRON PIPE ON THE WESTERLY MARGIN OF SAID C.C.C. ROAD AND THE TERMINUS OF SAID DESCRIBED LINE.

EXCEPTING FROM THE ABOVE DESCRIBED TRACT THE NORTH 214.01 FEET THEREOF (AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF SAID DESCRIBED TRACT).

RECORDS OF SKAGIT COUNTY, WASHINGTON

SKAGIT COUNTY TAX PARCEL NO. 360404-3-003-0209 (P48839)

[The remainder of this page is intentionally left blank.]