



**202310240013**

10/24/2023 10:37 AM 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 98021

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

2023 8489

OCT 24 2023

Amount Paid \$21.83  
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. PENELOPE J BARNES, a single person
- 2.

**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 of SE¼ of NE¼ SEC 35, TWP 34N, R04E

☒ Full legal is on page(s) 6 of document.

**Assessor's Property Tax Parcel/Account Number**

340435-0-002-0003 (P29747)

## UTILITY EASEMENT AGREEMENT

This Utility Easement Agreement (this "**Agreement**") is made and entered into as of this 22nd day of September, 2023 (the "**Effective Date**"), by and between PENELOPE J BARNES, a single person, (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 1.47 acres, commonly known as 22997 Little Mountain Road, Mount Vernon, WA 98274, and having Skagit County Assessor's Tax Parcel No. 340435-0-002-0003 (P29747), 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**" herein) :

#### **EASEMENT AREA No. 1 :**

THAT PORTION OF THE ABOVE DESCRIBED PROPERTY BEING A STRIP OF LAND FIVE (5) FEET WIDE LYING PARALLEL WITH AND COINCIDENT TO THE NORTHERLY MARGIN OF LITTLE MOUNTAIN ROAD, CO-LOCATED WITH PUGET SOUND ENERGY FACILITIES AND LYING ENTIRELY WITHIN THE EASEMENT AREA DESCRIBED IN THE EASEMENT DATED APRIL 7, 2019 AND RECORDED MAY 6, 2019 UNDER SKAGIT COUNTY AUDITOR'S FILE No.# 201905060089.

#### **EASEMENT AREA No. 2 :**

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, CO-LOCATED WITH PUGET SOUND ENERGY FACILITIES AND LYING ENTIRELY WITHIN THE EASEMENT AREA AS SHOWN ON EXHIBIT "B" ATTACHED TO THAT CERTAIN EASEMENT TO PUGET SOUND

ENERGY DATED APRIL 7, 2019 AND RECORDED MAY 6, 2019 UNDER SKAGIT COUNTY AUDITOR'S FILE NO.# 201905060089.

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.

Notwithstanding the foregoing, or any rights granted elsewhere herein, Astound shall not install any additional down guys or anchors during the installation, maintenance, or operation of its Network Facilities, nor disturb any vegetation, without the Grantor's written consent.

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:



PENELOPE J BARNES

ASTOUND:

WAVEDIVISION HOLDINGS, LLC, a  
Delaware limited liability company

By



Name:

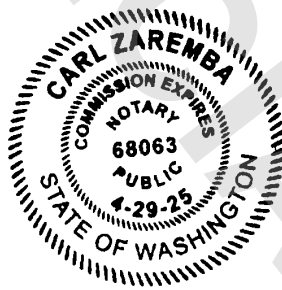
Jared Sonne

Title:

SVP/GM

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

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.



(Signature of Notary)

Carl V Zaremba  
(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.

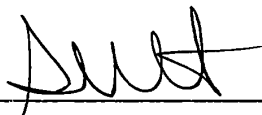
State of California  
County of PLACER

On October 12th, 2023 before me, Susan White-Villarreal, Notary Public  
(insert name and title of the officer)

personally appeared Jared Sonne,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) 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  (Seal)



Schedule 1  
to  
Utility Easement Agreement  
Legal Description of Property

PARCEL A:

THE SOUTH 240 FEET OF THE EAST 250 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M.,

EXCEPT THE SOUTH 15 FEET THEREOF.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON

PARCEL B:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID SUBDIVISION WHICH IS THE SOUTHEAST CORNER OF LOT A OF REVISED SHORT PLAT NO. 73-77, APPROVED JANUARY 26, 1979, RECORDED JANUARY 26, 1979, AS AUDITOR'S FILE NO. 895547 IN BOOK 3 OF SHORT PLATS, PAGE 66;

THENCE NORTH 01°47'30" EAST TO A POINT 15 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT A;

THENCE NORTH 88°37'59" WEST TO A POINT WHICH BEARS NORTH 01°47'30" EAST FROM THE NORTHEAST CORNER OF LOT 6 OF LAKE TERRACE, AS PER PLAT RECORDED IN VOLUME 12 OF PLATS, PAGE 70, THENCE SOUTH 01°47'30" WEST TO SAID NORTHEAST CORNER OF LOT 6;

THENCE SOUTH 88°37'59" EAST TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON

SKAGIT COUNTY TAX PARCEL NO. 340435-0-002-0003 (P29747)