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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 98021

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

2023 6540  
MAY 18 2023

Amount Paid \$ 2100  
Skagit Co. Treasurer  
By *[Signature]* 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. SILVER CREEK PROPERTY INVESTMENTS, LLC., a Washington limited liability company

**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 SE¼, SE¼ Sec 7, T36N, R4E WM

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

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

360407-0-014-0001 (P49018)

## 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 SILVER CREEK PROPERTY INVESTMENTS, L.L.C., a Washington limited liability company, an unmarried 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 0.92 acres, commonly known as 1781 Old Highway 99 North Road, Burlington, WA 98233, and having Skagit County Assessor's Tax Parcel No. 360407-0-014-0001 (P49018), 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**"):

**THAT PORTION OF THE HEREIN DESCRIBED GRANTOR'S PROPERTY BEING A STRIP OF LAND FIVE (5') FEET IN WIDTH, LYING 2½ FEET ON EACH SIDE OF THE CENTERLINE OF THE GRANTEE'S TELECOMMUNICATIONS FACILITIES SITUATED THEREIN, OR TO BE SITUATED THEREIN, AND CO-LOCATED WITH PUGET SOUND ENERGY'S FACILITIES IN THE NORTHWESTERLY CORNER OF GRANTOR'S PROPERTY.**

#### **(FOR THE PLACEMENT AND MAINTENANCE OF AERIAL FACILITIES ONLY)**

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.

*[Signatures on following page.]*

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:**

**ASTOUND:**

SILVER CREEK PROPERTY INVESTMENT, LLC,  
a Washington limited liability company

WAVEDIVISION HOLDINGS, LLC, a  
Delaware limited liability company

By S. P. [Signature]  
Name: Scott P. [Signature]  
Title: DFH [Signature]

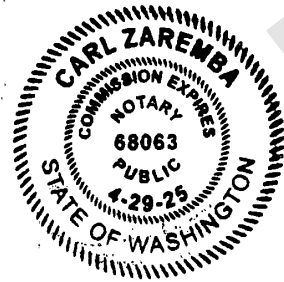
By [Signature]  
Name: Jared Sonne  
Title: SVP/GM

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STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

On this 9th day of May, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared Scott Pringle, to me known to be the person who signed as the OFFICER (REGISTERED AGENT), of SILVER CREEK PROPERTY INVESTMENTS, 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 SILVER CREEK PROPERTY INVESTMENTS, 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.



*[Handwritten Signature]*  
\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Washington  
residing at Monroe therein  
My appointment expires April 29, 2025

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**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 17<sup>th</sup> 2023 before me, Susan White-Villarreal, Notary Public, personally appeared Jared Sonne, 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 SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 36 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, LYING EASTERLY OF THE PACIFIC HIGHWAY, AND SOUTHERLY OF PARK ROAD AND NORTHWESTERLY OF SILVER CREEK.

EXCEPT ANY PORTION OF SAID PROPERTY LYING NORTHERLY AND EASTERLY OF TRACTS A, B, C AND D OF SHORT PLAT 15-88 APPROVED JULY 12, 1988 AND RECORDED JULY 13, 1988 UNDER RECORDING NUMBER 8807130023. (SAID PROPERTY MEASURING 400 FEET MORE OR LESS EAST OF THE NORTHWEST CORNER AND 200 FEET, MORE OR LESS TO SILVER CREEK FROM SAID NORTHWEST CORNER).

RECORDS OF SKAGIT COUNTY, WASHINGTON

SKAGIT COUNTY TAX PARCEL NO. 360407-0-014-0001 (P49018)

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