



202310240014


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 8190  
OCT 24 2023

Amount Paid \$ 29.00  
Skagit Co. Treasurer  
By  Deputy

<b>Document Title(s)</b> (or transactions contained therein): 1. Utility Easement Agreement
<b>Reference Number(s) of Documents assigned or released:</b> N/A (on page of documents(s))
<b>Grantor(s)</b> (Last name first, then first name and initials): 1. RENAE A MCFADDEN, a single person 2.
<b>Grantee(s)</b> (Last name first, then first name and initials): 1. WAVEDIVISION HOLDINGS, LLC
<b>Legal description</b> (abbreviated: i.e. lot, block, plat or section, township, range)  PTN of NE¼ of SE¼ SEC 35, TWP 34N, R04E <input checked="" type="checkbox"/> Full legal is on page(s) 6 of document.
<b>Assessor's Property Tax Parcel/Account Number</b> 340435-4-001-0006 (P29805)

## UTILITY EASEMENT AGREEMENT

This Utility Easement Agreement (this "**Agreement**") is made and entered into as of this 30th day of September, 2023 (the "**Effective Date**"), by and between RENAE A MCFADDEN, 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 3.60 acres, commonly known as 22940 Little Mountain Road, Mount Vernon, WA 98274, and having Skagit County Assessor's Tax Parcel No. 340435-4-001-0006 (P29805), 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) :

**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, GENERALLY LOCATED AS SHOWN ON EXHIBIT "B" ATTACHED TO THAT CERTAIN EASEMENT TO PUGET SOUND ENERGY DATED MARCH 1, 2019 AND RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 201903180081.**

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:

*Renae A McFadden*  
RENAE A MCFADDEN

ASTOUND:

WAVEDIVISION HOLDINGS, LLC, a  
Delaware limited liability company

By *Jared Sonne*

Name: Jared Sonne

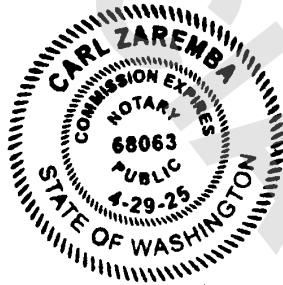
Title: SVP/GM

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STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

On this 30th day of September, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared RENAE A MCFADDEN, to me known to be the person who signed the foregoing instrument, and acknowledged said instrument to be her free and voluntary act and deed for the uses and purposes therein mentioned.

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



*[Handwritten Signature]*  
\_\_\_\_\_  
(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.

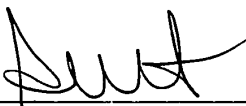
State of California  
County of PLACER

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

Legal Description of Property

THAT PORTION OF THE NORTH 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., LYING EAST OF THE COUNTY ROAD RIGHT-OF-WAY, **EXCEPT** COUNTY ROAD RIGHT-OF-WAY ALONG THE NORTH LINE THEREOF; **AND EXCEPT** THE FOLLOWING DESCRIBED TRACT: BEGINNING AT A POINT ON THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4, 103 FEET WEST OF THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID SUBDIVISION, A DISTANCE OF 20 FEET TO THE SOUTH LINE OF THE COUNTY ROAD AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUE SOUTH PARALLEL TO THE EAST LINE OF SAID SUBDIVISION 229 FEET; THENCE NORTH 48°41' WEST TO THE SOUTHEASTERLY LINE OF THE COUNTY ROAD; THENCE NORTHERLY AND EASTERLY ALONG THE SOUTH LINE OF SAID COUNTY ROAD RIGHT-OF-WAY TO THE TRUE POINT OF BEGINNING. **AND EXCEPT** THAT PORTION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 BEARING NORTH 88°37'59" WEST (CALLED WEST ON PREVIOUS DESCRIPTION) A DISTANCE OF 103.00 FEET FROM THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE SOUTH 0°45'43" WEST (CALLED SOUTH ON PREVIOUSLY DESCRIPTION) PARALLEL WITH THE EAST LINE OF SAID SUBDIVISION FOR A DISTANCE OF 20.00 FEET TO THE SOUTH LINE OF THE COUNTY ROAD (LITTLE MOUNTAIN ROAD); THENCE CONTINUE SOUTH 0°45'43" WEST FOR A DISTANCE OF 229.00 FEET; THENCE NORTH 47°55'17" WEST (CALLED NORTH 48°41' WEST ON PREVIOUS DESCRIPTION) FOR A DISTANCE OF 9.99 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUE NORTH 47°55'17" WEST FOR A DISTANCE OF 205.65 FEET, MORE OR LESS, TO THE SOUTHEASTERLY RIGHT-OF-WAY MARGIN OF SAID LITTLE MOUNTAIN ROAD; THENCE SOUTH 36°10'01" WEST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY MARGIN FOR A DISTANCE OF 6.03 FEET; THENCE SOUTH 47°55'17" EAST FOR A DISTANCE OF 210.30 FEET, MORE OR LESS, TO A POINT BEARING SOUTH 0°45'43" WEST FROM THE TRUE POINT OF BEGINNING; THENCE NORTH 0°45'43" EAST FOR A DISTANCE OF 7.99 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING. **TOGETHER WITH** THAT PORTION OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 34 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHEAST 1/4 BEARING NORTH 88°37'59" WEST (CALLED WEST ON PREVIOUS DESCRIPTION) A DISTANCE OF 103.00 FEET FROM THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE SOUTH 0°45'43" WEST (CALLED SOUTH ON PREVIOUSLY DESCRIPTION) PARALLEL WITH THE EAST LINE OF SAID SUBDIVISION FOR A DISTANCE OF 20.00 FEET TO THE SOUTH LINE OF THE COUNTY ROAD (LITTLE MOUNTAIN ROAD) AND BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUE SOUTH 0°45'43" WEST FOR A DISTANCE OF 229.00 FEET; THENCE NORTH 47°55'17" WEST (CALLED NORTH 48°41' WEST ON PREVIOUS DESCRIPTION) FOR A DISTANCE OF 9.99 FEET; THENCE NORTH 0°45'43" EAST FOR A DISTANCE OF 230.40 FEET, MORE OR LESS, TO THE SOUTHERLY MARGIN OF SAID LITTLE MOUNTAIN ROAD AT A POINT BEARING NORTH 88°37'59" WEST FROM THE TRUE POINT OF BEGINNING; THENCE SOUTH 88°37'59" EAST ALONG SAID SOUTHERLY MARGIN FOR A DISTANCE OF 7.50 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON  
SKAGIT COUNTY TAX PARCEL NO. 340435-4-001-0006 (P29805)

UTILITY EASEMENT AGREEMENT  
WAVEDIVISION HOLDINGS, LLC

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