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11/17/2023 02:21 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 8794
NOV 17 2023

Amount Paid \$ 29⁰⁰
Skagit Co. Treasurer
By *bm* 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. ERIC DEJONG and KYANN DEJONG, as co-Trustees of THE ERIC DEJONG AND KYANN DEJONG REVOCABLE LIVING TRUST, U/A dated November 10, 2022
- 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 NW¼ SEC 36, all in T34N, R04E W.M.

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

Assessor's Property Tax Parcel/Account Number

3941-000-056-0009 (P67127)

UTILITY EASEMENT AGREEMENT

This Utility Easement Agreement (this "**Agreement**") is made and entered into as of this 21st day of October, 2023 (the "**Effective Date**"), by and between ERIC DEJONG and KYANN DEJONG, as co-Trustees of THE ERIC DEJONG AND KYANN DEJONG REVOCABLE LIVING TRUST, U/A dated November 10, 2022, (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 1.00 acres, commonly known as 17037 West Big Lake Boulevard, Mount Vernon, WA 98274, and having Skagit County Assessor's Tax Parcel No. 3941-000-056-0009 (P67127), 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 "A" ATTACHED TO THAT CERTAIN EASEMENT TO PUGET SOUND ENERGY DATED JANUARY 22, 2019 AND RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 201902110090.

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, Grantee shall not install any additional ground anchor during the construction, maintenance, and operation of

said facilities, without the Grantor's express written consent. Any additional down guy(s) required must be attached to the single existing anchor presently located within the Easement Area at this location.

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:

THE ERIC DEJONG AND KYANN DEJONG
REVOCABLE LIVING TRUST, U/A DATED
NOVEMBER 10, 2022



ERIC DEJONG, TRUSTEE



KYANN DEJONG, TRUSTEE

ASTOUND:

WAVEDIVISION HOLDINGS, LLC, a
Delaware limited liability company

By 

Name: Jared Sonne

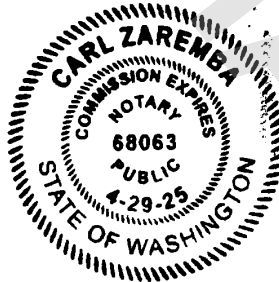
Title: SVP/GM

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STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 21st day of October, 2023, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ERIC DEJONG and KYANN DEJONG, who executed the within and foregoing instrument, and acknowledged that they are authorized to execute said instrument as Co-Trustees of THE ERIC DEJONG AND KYANN DEJONG REVOCABLE LIVING TRUST, U/A DATED NOVEMBER 10, 2022, to be the free and voluntary act of such parties for the uses and purposes therein mentioned in this instrument.

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 November 7, 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

NEW LOT 56 PER SURVEY AF#200302130117 AKA THAT PORTION OF LOTS 55, 56, AND 57, PLAT 1, LAKEVIEW TRACTS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5 OF PLATS, PAGES 2 AND 3, RECORDS OF SKAGIT COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID LOT 56;

THENCE SOUTH 87° 38' 30" EAST 114.82 FEET ALONG THE NORTH LINES OF SAID LOTS 56 AND 55;

THENCE SOUTH 18° 14' 54" EAST 247.27 FEET TO A POINT ON THE LINE BETWEEN SAID LOTS 55 AND 56;

THENCE SOUTH 52° 12' 00" WEST 104.26 FEET TO A CORNER OF A TRACT DESCRIBED IN QUIT CLAIM DEED TO MATTHEW MIHELICH AND TRISTINE MIHELICH AND RECORDED UNDER AUDITOR'S FILE NUMBERS 9512190066 AND 9601080086, RECORDS OF SKAGIT COUNTY, WASHINGTON;

THENCE NORTH 40° 38' 36" WEST 57.78 FEET ALONG THE LINE OF SAID MIHELICH TRACT;

THENCE NORTH 53° 55' 23" WEST 143.85 FEET ALONG THE LINE OF SAID MIHELICH TRACT TO THE WESTERLY LINE OF SAID LOT 56;

THENCE NORTH 25° 52' 35" EAST 6.70 FEET ALONG SAID WESTERLY LINE TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 412.45 FEET, THROUGH A CENTRAL ANGLE OF 24° 19' 50", AN ARC DISTANCE OF 175.15 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON

SKAGIT COUNTY TAX PARCEL NO. 3941-000-056-0009 (P67127)