



201502030062

Skagit County Auditor

\$77.00

2/3/2015 Page

1 of

6 10:49AM

Return Address:

ATTN: Jim Penney
Wave Business Solutions, LLC
401 Kirkland Parkplace, Suite 500
Kirkland, WA 98033

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

1. Grant of Easement

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. Villa Kathleen Redevelopment LLLP, a Washington limited liability partnership

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

1. Wave Business Solutions, LLC, a Washington limited liability company

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

Ptn. Lot 12, Sunrise Add. to Concrete, aka Lot 1, SP# CON-89-01

☒ Full legal is on page 5 of document.

Assessor's Property Tax Parcel/Account Number

Parcel Number P70890; XrefID 4064-000-012-0001

Recorded at the request of and when
recorded please return to:

James A. Penney
WaveDivision Holdings, LLC
401 Kirkland Parkplace, Suite 500
Kirkland, WA 98033

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

EASEMENT
FEB 03 2015

Amount Paid \$ -
Skagit Co. Treasurer
By *ttb* Deputy

GRANT OF EASEMENT

This grant of easement (this "Easement") is dated September 12th, 2014 and is between WAVE BUSINESS SOLUTIONS, LLC ("Company") and VILLA KATHLEEN REDEVELOPMENT LLLP ("Owner").

Owner owns the real estate and the improvements located thereon commonly known as Evergreen Manor located at 7649 South Rietze Avenue, Concrete, WA 98237, as more particularly described in **Exhibit A** (the "Premises"). Owner desires Company to provide cable television programming, high-speed Internet access and related video, voice and data services not prohibited by federal law to occupants of the Premises.

The parties therefore agree as follows:

1. Grant of Easement and Rights. Owner hereby grants, bargains, sells, assigns and conveys to Company easements and rights-of-way on, over, under, within and throughout the Premises as are necessary or convenient to install, maintain, repair, replace, upgrade, rebuild, relocate and remove aerial and underground cable system facilities consisting of coaxial cable, fiber optic cable, conduit, amplifiers and other similar electronic equipment, fittings, taps, connectors, junction boxes, lock boxes, set top converters, decoders, descramblers, traps, filters and all other related equipment and facilities (collectively, the "Cable Facilities") as Company deems necessary or convenient for the operation of a system to provide cable programming and high-speed Internet access and related video, voice and data services not prohibited by federal law to and/or through the Premises, together with rights of ingress and egress on, over and under the Premises as necessary for the use and enjoyment of the easements and rights granted herein. The location of the easement is as set forth in the drawings attached hereto in Exhibit A, or in the absence of such drawings, five feet on either side of the Cable Facilities as actually built. These easements and rights run with the land, burden the Premises and bind each and every owner of the Premises hereafter and all successors and assigns and all those claiming by, through or under any subsequent Owner. The easements and rights granted herein will be coterminous with the Service Agreement by and between Company and Owner of even date herewith. No breach of this Easement will entitle any party to cancel, rescind, or otherwise terminate this Easement, but such limitation will not affect any other rights or remedies of the parties. The rights created by this Easement are enforceable in a court of equity by either party.

2. Ownership of Cable Facilities. The Cable Facilities are and will remain the property of Company and subject to Company's exclusive management and control. Neither Owner nor any subsequent owner of the Premises or any part thereof will acquire any right, title, or interest in any of the Cable Facilities as a result of the placement of the Cable Facilities on the Premises. Notwithstanding anything to the contrary in this Easement, if applicable laws require Owner to provide Company with access to the Premises for the provision of any services, then (a) Company shall continue to own and/or be permitted to access and use all Cable Facilities to provide its services to the Premises, and (b) the ownership and removal rights granted to Company herein will apply at such time as such mandatory



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access laws no longer provide for Company's access to the Premises to provide such services.

3. Installation and Maintenance of Cable Facilities; Removal. Company shall make all installations of the Cable Facilities on the Premises in a good and workmanlike manner and perform all work with reasonable care and diligence. Company shall maintain the Cable Facilities in a good and safe condition at all times and promptly repair any damage done to the Premises in connection with its negligent installation, replacement, or repair of the Cable Facilities. Company shall carry insurance with coverage limits reasonably determined by Company to protect from and against all claims for injury or damages to persons or property, both real and personal, caused by Company's negligent acts or omissions. Upon termination of the easements and rights granted by this Easement, Company may enter the Premises and remove, sell, or otherwise dispose of the Cable Facilities in accordance with applicable law. If Company chooses to remove the Cable Facilities, it shall restore the Premises to its original condition, reasonable wear and tear excepted.

4. Representations. Each party represents that: (i) it has all necessary power and authority, and all necessary licenses and permits, to enter into and perform the terms of this Easement; and (ii) it has duly executed this Easement and that this Easement constitutes a valid and binding agreement of such party, enforceable in accordance with its terms. Owner has not granted and shall not grant to any other individual or entity any easements or rights that materially and adversely could interfere with Company's ownership or operation of the Cable Facilities. During the term of the easements and rights granted by this Easement, Owner will not disturb, alter, or move any part of the Cable Facilities.

5. Rights and Obligations of Lenders. The terms of this Easement are, and will at all times be, prior and therefore superior to the lien or charge of any mortgage or deed of trust affecting the Premises or any part thereof, or any improvements now or hereafter placed thereon. Notwithstanding the foregoing sentence, a violation of this Easement will not render invalid or impair the lien of any such mortgage or deed of trust.

6. Right to Enjoin. In the event of any violation or threatened violation by Owner, Company, or other person or entity of any of the terms of this Easement, in addition to other remedies herein provided, any party will have the right to enjoin the violation or threatened violation in any court of competent jurisdiction.

7. Attorneys' Fees. If any party requires the services of an attorney to secure the performance of this Easement or otherwise upon the breach or default of a party to this Easement, or if any judicial remedy or arbitration is necessary to enforce or interpret any provision of this Easement or the rights and duties of any person in relation thereto, the substantially prevailing party will be entitled to reasonable attorneys' fees, costs and other expenses, in addition to any other relief to which the party may be entitled. Any award of damages following judicial remedy or arbitration as a result of the breach of this Easement or any of its provisions will include an award of prejudgment interest from the date of the breach at the maximum amount of interest allowed by law.

8. Miscellaneous. If any part of any provision of this Easement is invalid or unenforceable under applicable law, the provision will be ineffective only to the extent of such invalidity or unenforceability without affecting the remaining parts of the provision or this Easement. Each party shall 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 the other party in order to fully effectuate the purposes and terms of this Easement. Company is responsible for personal property taxes, if any, that are assessed with respect to the Cable Facilities and



Owner is responsible for all real property and any personal property taxes assessed with respect to the Premises. This Easement constitutes the entire agreement between the parties with respect to the grant of the easements and rights described herein and supersedes all prior oral or written agreements, commitments or understanding with respect to the matters provided for in this Easement. This Easement may not be amended, altered or modified except by an instrument in writing duly executed by the parties hereto. This Easement will be binding on and will inure to the benefit of the parties hereto and their respective successors and assigns. The laws of the State of Washington govern all matters arising out of this Easement. This Easement may be executed in as many counterparts as may be required, and all counterparts collectively constitute a single agreement. If an agent or a manager is signing this Easement on behalf of Owner, such individual also represents, warrants and covenants that he/she has provided Company with a complete copy of its current, valid and enforceable agency or management agreement signed by Owner, granting such person actual authority to negotiate, execute and deliver this Easement on behalf of Owner.

The parties are signing this Easement on the date stated in the introductory clause.

Company:

WAVE BUSINESS SOLUTIONS, LLC

By: 

Name Printed: Tim HINEFELTER

Title: EXECUTIVE Vice President

Owner:

VILLA KATHLEEN REDEVELOPMENT LLLP

By: 

Name Printed: Joe Kurenblum

Title: Secretary of the sole member of its general partner



NOTARY ACKNOWLEDGMENTS

Colorado
STATE OF WASHINGTON

COUNTY OF Denver

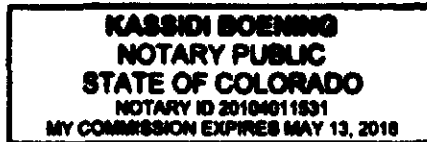
On this day personally appeared before me Joe Rosenblum, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 19th day of August, 2014.

Kassidi Boening
Notary Public residing at 1949 Broadway Suite 1000 Denver CO 80202

Printed Name: Kassidi Boening

My Commission Expires: May 13, 2018



STATE OF WASHINGTON

COUNTY OF King

On this day personally appeared before me Tom Kinsella, to me known to be the individual(s) described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and seal of office this 20th day of October, 2014.

Bree Urban
Notary Public residing at Seattle, WA

Printed Name: Bree Urban

My Commission Expires: August 1, 2018

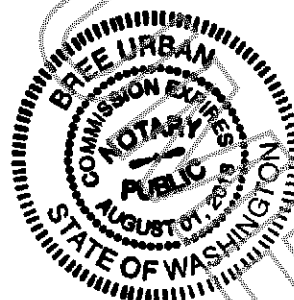


EXHIBIT A

This is Exhibit A to that certain Grant of Easement made and entered into as of September 12th, 2014 by and between WAVE BUSINESS SOLUTIONS, LLC and VILLA KATHLEEN REDEVELOPMENT LLLP.

Legal Description

SUNRISE ADD TO CONCRETE, TRACT 1 OF SHORT PLAT CON-89-01 RECORDED AF#8912010018, BEING A PORTION OF LOT 12. TRACT 1 OF SHORT PLAT CON-89-01 RECORDED AF#8912010018, BEING A PORTION OF LOT 12. LOCATED IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

