



201503270031

Skagit County Auditor

\$79.00

3/27/2015 Page

1 of

8 9:13AM

Return Address:

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

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. Waldbaum, Jerome R.
2. Waldbaum, Cheryl A.

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)

Lot 15 Rancho San Juan Del Mar Subdivision No. 1, Vol. 5 of Plats, Pg. 27
(aka Ptn. W ½, SW ¼, Sect. 35, Twp. 35N, Rge. 1E, W.M.)

☒ Full legal is on page 7 of document.

Assessor's Property Tax Parcel/Account Number

APN# P68200 / XrefID 3972-000-015-0019

UTILITY EASEMENT AGREEMENT

This Utility Easement Agreement (this "**Agreement**") is made and entered into as of this 17th day of February, 2015 (the "**Effective Date**"), by and between JEROME R. WALDBAUM and CHERYL A. WALDBAUM, a married couple (together, the "**Grantor**"), and WAVE BUSINESS SOLUTIONS, LLC, a Washington limited liability company ("**Wave**").

Background

Grantor owns certain real property located in unincorporated Skagit County, Washington, acquired by Grantor pursuant to deed recorded on December 15, 1989, under Auditor's File Number 8912150105, comprised of approximately 0.90 acres, commonly known as 11708 Esther Lane, Anacortes, Washington 98221, as more particularly described on **Schedule 1** to this Agreement (the "**Property**"). Wave provides its customers with a variety of telecommunications, high speed data transmission, broadband Internet access, cable television, and other similar services. Grantor desires to grant Wave a utility easement allowing Wave to install and maintain certain of Wave's network distribution facilities, including but not limited to conduit, strand, fiber optic cable, other wiring, and associated equipment and facilities (collectively, the "**Network Facilities**") on a portion of the Property.

Agreement

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Wave now agree as follows:

1. **Grant of Easement and Right of Access.** Grantor hereby grants and conveys to Wave a perpetual, non-exclusive easement in gross (the "**Easement**") over, under, upon and across the following portion of the Property (the "**Easement Area**"):

AN AREA TEN (10) FEET IN WIDTH HAVING FIVE (5) FEET OF SUCH WIDTH ON EACH SIDE OF A CENTERLINE DESCRIBED AS FOLLOWS – THE CENTERLINE OF PUGET SOUND ENERGY'S FACILITIES AS NOW CONSTRUCTED, TO BE CONSTRUCTED, EXTENDED OR RELOCATED LYING WITHIN THE PROPERTY, PURSUANT TO THAT CERTAIN EASEMENT IN FAVOR OF PUGET SOUND ENERGY, INC. DATED NOVEMBER 5, 2014.

Wave may use the Easement Area solely for the placement, installation, removal, maintenance, repair, operation and/or upgrading of Wave's Network Facilities (the "**Permitted Use**"). In connection with the Easement, Grantor also grants to Wave a continuing right of access (the "**Access Right**") over, across, upon and through those portions of the Property that are reasonably necessary for Wave to access in order to reach the Easement Area and perform the Permitted Use.

UTILITY EASEMENT AGREEMENT
WAVE BUSINESS SOLUTIONS, LLC

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAR 27 2015

pg. 1
02/10/2015

Amount Paid \$
Skagit Co. Treasurer
By *man* Deputy

2. **Ownership of the Network Facilities.** The Network Facilities are and shall at all times be and remain the sole and exclusive property of Wave and subject to Wave'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 Wave's Permitted Use of the Easement Area and Wave'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 Wave's rights and obligations as provided under this Agreement. Wave covenants and agrees to use its commercially reasonable efforts to promptly remediate any damage to the Property proximately resulting from Wave's use of the Easement Area. Grantor covenants and agrees that Grantor shall not install any improvements in the Easement Area that will need to be damaged in order for Wave to perform regular maintenance on the Network Facilities or that would otherwise hinder or make unduly difficult Wave's ability to engage in the Permitted Use. Wave 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 Wave's use of the Easement Area.

4. **Easement Runs With the Land.** The Easement and Access Right granted to Wave 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. Wave shall hold the rights and benefits granted by this Agreement in gross, and Wave'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.

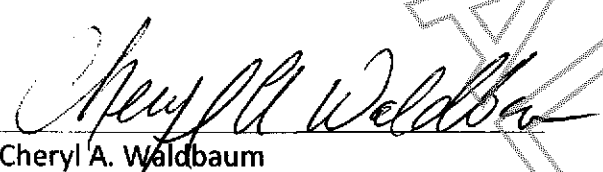
6. **Miscellaneous.** Grantor agrees to take or cause to be taken such further actions, to execute, deliver and file such further documents and instruments and to obtain such consents as may be necessary or may be reasonably requested by Wave to fully effectuate the purposes of this Agreement and the Easement granted by this Agreement. Wave 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:


Jerome R. Waldbaum


Cheryl A. Waldbaum

WAVE:

Wave Business Solutions, a
Washington limited liability company

By 
Name: James A. Penney
Title: EVP, Business & Legal Affairs

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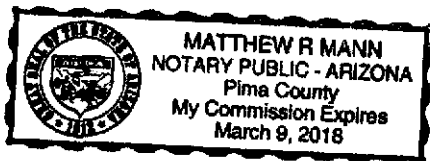
STATE OF Arizona)
) ss.
COUNTY OF Pima)

On this 17th day of February, 2015, before me, the undersigned, a Notary Public in and for the State of Arizona, duly commissioned and sworn, personally appeared JEROME R. WALDBAUM, to me known to be the person who signed the foregoing instrument, and acknowledged said instrument to be his 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.

Matthew R. Mann
(Signature of Notary)

Matthew R. Mann
(Print or stamp name of Notary)



NOTARY PUBLIC in and for the State of
Arizona, residing at Tucson, AZ.
My appointment expires: 3-9-2018.

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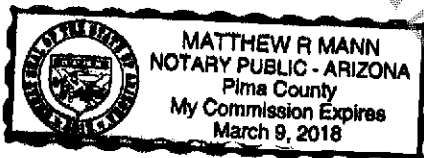
STATE OF Arizona)
) ss.
COUNTY OF Pima)

On this 17 day of February, 2015, before me, the undersigned, a Notary Public in and for the State of Arizona, duly commissioned and sworn, personally appeared CHERYL A. WALDBAUM, 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.

Matthew R. Mann
(Signature of Notary)

Matthew Mann
(Print or stamp name of Notary)



NOTARY PUBLIC in and for the State of Arizona, residing at Tucson AZ.
My appointment expires: 3-9-2018.

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On this 13th day of March, 2015, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JAMES A. PENNEY, to me known to be the person who signed as Executive Vice President, Business & Legal Affairs of WAVE BUSINESS SOLUTIONS, LLC, the company that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said company for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said officer of the company, and that he was authorized to execute said instrument.

A circular notary seal for Bree Urban. The outer ring contains the text "BREE URBAN" at the top and "STATE OF WASHINGTON" at the bottom. The inner ring contains "COMMISSION EXPIRES" at the top and "AUGUST 01, 2018" at the bottom. In the center, it says "NOTARY PUBLIC" with a small graphic of a notary stamp below it.

NOTARY PUBLIC in and for the State
of Washington, residing at Seattle.
My appointment expires: August 1, 2018.

pg. 6
02/10/2015

Schedule 1
to
Utility Easement Agreement
Legal Description of Property

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 01 EAST, W.M., IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON:

LOT 15, RANCHO SAN JUAN DEL MAR, SUBDIVISION NO. 1, ACCORDING TO THE PLAT THEREOF, RECORDED IN VOLUME 5 OF PLATS, PAGE 27, RECORDS OF SKAGIT COUNTY, WASHINGTON.

TOGETHER WITH ALL THAT PORTION OF THE SOUTH HALF OF THE SOUTH HALF OF ROAD VACATED JUNE 6, 1949, IN COMMISSIONERS FILE NO. 8173, LYING WESTERLY OF ROAD, AS GRANTED BY DEED UNDER AUDITOR'S FILE NO. 589848, RECORDS OF SKAGIT COUNTY, WASHINGTON, AS WOULD ATTACH BY OPERATION OF LAW;

EXCEPT THAT PORTION THEREOF CONVEYED TO SKAGIT COUNTY FOR ROAD PURPOSES BY DEED RECORDED JANUARY 13, 1960, UNDER AUDITOR'S FILE NUMBER 589848, RECORDS OF SKAGIT COUNTY, WASHINGTON.

ALSO TOGETHER WITH TIDELANDS IN FRONT OF AND ADJACENT TO SAID LOT 15, RANCHO SAN JUAN DEL MAR, SUBDIVISION NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5 OF PLATS, PAGE 27, RECORDS OF SKAGIT COUNTY, WASHINGTON.

Assessor's Parcel No. P68200 / XrefID 3972-000-015-0019.

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