



201601150035

Return Address:

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

Skagit County Auditor \$79.00
1/15/2016 Page 1 of 7 11:04AM

UTILITY EASEMENT AGREEMENT

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

2016 118
JAN 15 2016

Grantor(s): **Sierra Pacific Industries**
Grantee: **Wave Business Solutions, LLC**
Abbreviated Legal: **N½ S4 & NE¼ S5, T35N, R8E, W.M.**
Assessor's Parcel No.: **P43387, P43381 and P43416**
Reference Nos. of Documents Assigned or Releases: **N/A**

Amount Paid \$ **13.90**
Skagit Co. Treasurer
By *nam* Deputy

This Utility Easement Agreement (this "**Agreement**") is made and entered into as of this 23rd day of December, 2015 (the "**Effective Date**"), by and between **Sierra Pacific Industries, a California Corporation** (the "**Grantor**"), and **WAVE BUSINESS SOLUTIONS, LLC**, a Washington limited liability company ("**Wave**").

Background

Grantor owns certain real property located in Skagit County, Washington, commonly known as **42740 Baker Lake Road, Concrete, WA 98237**, 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 and other similar services. Grantor desires to grant Wave a utility easement allowing Wave to install and maintain certain guy wires, fiber optic cable and associated equipment and facilities (collectively, the "**Network Facilities**") over 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**"):

That portion of the herein described property being a strip of land 5 feet in width, 2½ feet on either side of the telecommunications facilities as staked and to be permanently installed following the approximate centerline alignment shown on the attached Schedule 2.

Wave may use the Easement Area solely for anchoring and installing their 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.

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. Wave shall keep and maintain the Network Facilities in good condition and repair.

3. Covenants and Representations of the Parties. 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: (i) 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; (ii) 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; and (iii) 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. Each of the parties represents and warrants to the other that it has all necessary power and authority to enter into and perform the terms of this Agreement.

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. Miscellaneous. 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:

Sierra Pacific Industries, a California Corporation

By [Signature]
M.S. ENGLISH, CFO

WAVE:

Wave Business Solutions, a
Washington limited liability company

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

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2015, before me, the undersigned,
a Notary Public in and for the State of _____, duly commissioned and sworn, personally
appeared _____, to me known to be the person who
signed as _____ of **Sierra Pacific Industries, a California
Corporation**, 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.

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

(Signature of Notary)

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of _____, residing at _____
My appointment expires: _____

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.

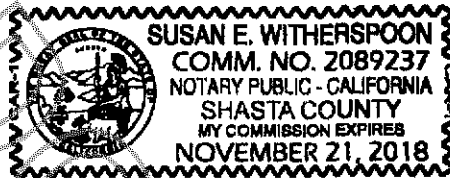
State of California
County of Shasta

On December 23, 2015 before me, Susan E. Witherspoon, Notary Public
(insert name and title of the officer)

personally appeared M.D. Emmerson
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 Susan E. Witherspoon

(Seal)

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 8th day of January, 2018, 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.

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



Bree Urban
(Signature of Notary)

Bree Urban
(Print or stamp name of Notary)

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

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Schedule 1
to
Utility Easement Agreement
Legal Description of Property

Government Lots 3 and 4; the Southeast Quarter of the Northeast Quarter of the Southeast Quarter; the South Half of the South Half of the Northeast Quarter; the South Half of the Northwest Quarter; of Section 4, Township 35 North, Range 8 East, W.M.;

Except County rights of way; and,

Except that portion of conveyed to Puget Sound Power and Light Company, a Washington Corporation by deed recorded October 17, 1989, under Auditor's File No. 8910170094, records of Skagit County, Washington.

All of Section 5, Township 35 North, Range 8 East, W.M.;

Except the South Half of the Southwest Quarter; and,

Except that certain 100 foot strip as conveyed to the Seattle and Northern Railway Company by deed recorded January 15, 1900 in Volume 40 of Deeds, Page 258, records of Skagit County, Washington.

Situate in the County of Skagit, State of Washington.

Assessor's Parcel Nos.: P43387 350804-1-002-0011, P43381 350804-0-006-0027 and P43416 350805-1-001-0029.

Section 33

Grandy Lake
Section 32

Not to scale



Schedule 2

CP Road 828

CP Road 826

Section 5

Detail Lower Site

Communications Facilities

Customer provide voltage V1 and V2

V4

N.T.S.

4400'

V2

CP Road 831W

See Detail Pt. 82.0P

Section 4

1700'

1800'

Scale 1"=4800'