



201811160131

11/16/2018 03:39 PM Pages: 1 of 5 Fees: \$103.00
Skagit County Auditor

Return Address:

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

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
20185070
NOV 16 2018

Amount Paid \$ 28.67
Skagit Co. Treasurer
By *mem* Deputy

UTILITY EASEMENT AGREEMENT

Grantor(s): **Chris Garlinghouse**

Grantee: **Wave Business Solutions, LLC**

Abbreviated Legal: **Ptn. Lot 3, SP 95-019, AFN 9608220061, E½ NE¼ S26, T33N, R4E, W.M.**

Assessor's Parcel No.: **P121162 330426-1-001-0500 (a portion of)**

Reference Nos. of Documents Assigned or Releases: **N/A**

This Utility Easement Agreement (this "**Agreement**") is made and entered into as of this 25th day of September, 2018 (the "**Effective Date**"), by and between **Chris Garlinghouse**, as her **separate property** (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 **SR 534, Mount Vernon, WA 98274**, 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 3 feet in width, 1½ feet on each side of the centerline of the communications facilities situated therein and co-located with the Puget Sound Energy pole line and located within the Southerly 10 feet thereof.

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:

Chris Garlinghouse
Chris Garlinghouse

WAVE:

Wave Business Solutions, a
Washington limited liability company

By

Name:

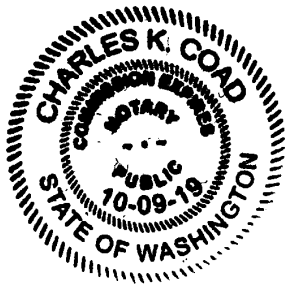
Title:

Robert E. Springer, II
Robert E. Springer, II.
Esq.

STATE OF WASHINGTON)
) ss.
COUNTY OF Skagit)

On this 25th day of September, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Chris Garlinghouse**, to me known to be the person(s) who signed the foregoing instrument, and acknowledged said instrument to be his/her/~~their~~ 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.



Charles K. Coad

(Signature of Notary)

Charles K. Coad

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at Snohomish, WA.
My appointment expires: 10/9/19.

STATE OF WASHINGTON)
) ss.
 COUNTY OF KING)

On this 1st day of November, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Byron E. Springer, Jr., to me known to be the person who signed as EVP-Legal 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/she was duly elected, qualified and acting as said officer of the company, and that he/she 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, 2022.

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Schedule 1

to

Utility Easement Agreement

Legal Description of Property

That portion of Lot 3, Short Plat No. 95-019, approved August 2, 1996, recorded August 2, 1996, in Book 12 of Short plats, Pages 134 and 135, as Auditor's File No. 9608220061, records of Skagit County, Washington, and being a portion of the East Half of the Northeast quarter of Section 26 and of the Southwest Quarter of the Northwest Quarter of Section 25, Township 33 North, Range 4 East, W.M., described as follows: Commencing at the Northwest corner of said Lot 3; Thence South 00°39'36" East, along the West line of said Lot 3, to an intersection with an existing fence as shown on the face of said Short Plat and the True Point of Beginning; Thence Southeasterly, along said existing fence, to its intersection with the West line of Lot 4 of said Short Plat; Thence South 01°14'02" East, along the West line of said Lot 4, to the Southwest corner thereof; Thence North 88°45'58" East, along a South line of said Lot 4, a distance of 248.46 feet to a corner of said Lot 4; Thence South 17°34'29" West, along a Westerly line of said Lot 4 and the Southwesterly extension thereof, a distance of 496.25 feet to a non-tangent curve; Thence Southwesterly along said non-tangent curve concave to the Southeast whose radius point bears North 43°16'15" West a distance of 25.00 feet through a central angle of 115°41'46" an arc length of 50.48 feet to the North margin of State Highway No. 534; Thence Northwesterly, along said North margin, to the Southwest corner of said Lot 3; Thence North 00°39'36" West, along the West line of said Lot 3, to the True Point of Beginning.

Also including the following described parcel:

Commencing at the most Northerly Southeast corner of said Lot 4; Thence South 88°45'58" West, along the South line of said Lot 4, a distance of 197.10 feet to a corner of said Lot 4; Thence South 17°34'29" West, along an Easterly line of said Lot 4, a distance of 387.38 feet to a point hereinafter called "Point A"; Thence continuing South 17°34'29" West to the North margin of State Highway No. 534, and the True Point of Beginning; Thence North 17°34'29" East to the afore described Point A; Thence Southwesterly on said line of lot 4, along the arc of a curve to the left with a radius of 30.00 feet through a central angle of 47°59'28" an arc distance of 25.13 feet; Thence South 30°25'00" East, along said line of Lot 4, a distance of 168.13 feet; Thence South 69°57'49" West, along said line of Lot 4, a distance of 20.34 feet to the intersection with a non-tangent curve to the right with a radius point of South 59°35' West; Thence Southerly along the arc of a curve to the right with a radius of 30.00 feet through a central angle of 62°54'24" an arc length of 32.94 feet; Thence South 42°52'13" West a distance of 10.78 feet to a point of curvature; Thence Southeasterly along the arc of a curve to the right with a radius of 30.00 feet through a central angle of 90°24'02" an arc length of 47.33 feet to the North margin of State Highway No. 534; Thence North 46°43'45" West along said North margin to the True Point of Beginning.

TAX PARCEL I.D. NO. P121162 330426-1-001-0500 (a portion of)

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