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11/16/2018 03:43 PM Pages: 1 of 6 Fees: \$104.00
Skagit County Auditor

Return Address:

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

UTILITY EASEMENT AGREEMENT

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
20185073
NOV 16 2018

Grantor(s): The Estate of John B. Montoya and Judith N. Montoya
Grantee: Wave Business Solutions, LLC
Abbreviated Legal: SE¼ of the SW¼, S23, T33N, R4E, W.M., N of SR 534
Assessor's Parcel No.: P17171 330423-3-005-0009 (a portion of)
Reference Nos. of Documents Assigned or Releases: N/A

Amount Paid \$24.72
Skagit Co. Treasurer
By *mm* Deputy

This Utility Easement Agreement (this "Agreement") is made and entered into as of this 10th day of September, 2018 (the "Effective Date"), by and between The Estate of John B. Montoya and Judith N. Montoya, 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 **22434 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 Westerly 530 feet of the Northerly 15 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.

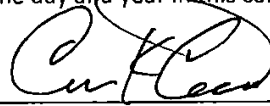
IN WITNESS WHEREOF, the parties, intending to be legally bound hereby, have duly executed this Agreement for the purposes and consideration expressed in it and delivered this Agreement as of the date first written above.

(ATTORNEY IN FACT)

STATE OF WASHINGTON)
) ss.
COUNTY OF Skagit)

On this 10th day of September, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Juanita Pitman and Susan Roughton** who signed this instrument as co-attorney in fact for **Judith N. Montoya** and acknowledged it to be the free and voluntary act of said principal for the uses and purposes mentioned in the instrument, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said principal is now living.

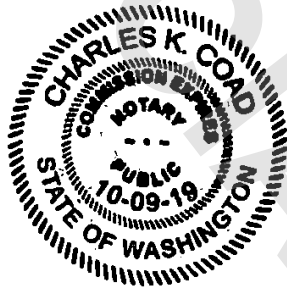
GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.



(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

The Southeast Quarter of the Southwest Quarter of Section 23, Township 33 North, Range 4 East, W.M., lying North of State Highway 534.

Except that portion lying Northerly of the Southerly line of State Highway No. 534;
Except that portion lying Southerly of the Northerly line of the railroad right of way conveyed to Puget Sound Pulp and Timber Company by deed recorded November 3, 1948 under Auditor's File No. 424512; and,
Except the East 60 feet thereof.

Situate in the County of Skagit, State of Washington.

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