



**201812130048**

12/13/2018 01:44 PM Pages: 1 of 8 Fees: \$106.00  
Skagit County Auditor

**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. 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. LOCKEN, JEFFREY E
2. LOCKEN, AMITY K

**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 4, Locken's Addition, Vol 15 Plats,, Pg 114 & 115, AF# 199310250118  
(Ptn NE ¼ NW ¼ and NW ¼ NE ¼ Sec 20, T33N, R4E)

Full legal is on page 7 of document.

**Assessor's Property Tax Parcel/Account Number**

Parcel ID: P105575 XrefID: 4612-000-004-0003

### UTILITY EASEMENT AGREEMENT

This Utility Easement Agreement (this "**Agreement**") is made and entered into as of this 27<sup>th</sup> day of OCTOBER, 2018 (the "**Effective Date**"), by and between JEFFREY E LOCKEN and AMITY K LOCKEN, 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 Skagit County, Washington, comprised of approximately 12.0 acres, commonly known as 19510 State Route 534, Mount Vernon, WA 98274 and having Skagit County Assessor's Tax Parcel No. P105575, as more particularly described on **Exhibit A** 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 coaxial and/or fiber optic cable and associated equipment and facilities (collectively, the "**Network Facilities**") on, in, over, under, upon and through a portion of the Property, under the terms and conditions contained in this Agreement.

#### 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**"):
 

THE NORTHERLY 10 FEET OF THE WESTERLY 401 FEET OF THE ABOVE-DESCRIBED  
GRANTOR'S PROPERTY (the "Easement" or "Easement Area")  
(FOR ATTACHMENT TO EXISTING PUGET SOUND ENERGY POLES  
AND AERIAL CABLE OVERHANG ONLY)

Wave may use the Easement Area solely for installing, maintaining and operating its 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.

UTILITY EASEMENT AGREEMENT  
WAVE BUSINESS SOLUTIONS, LLC

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

20185438  
DEC 13 2018

Amount Paid \$ 48.52  
Skagit Co. Treasurer  
By BT Deputy

pg. 1

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. 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.

*[Signatures on following page.]*

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.

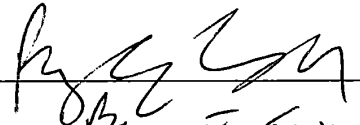
**GRANTOR:**

  
\_\_\_\_\_  
JEFFREY E LOCKEN

  
\_\_\_\_\_  
AMITY K LOCKEN

**WAVE:**

Wave Business Solutions, a  
Washington limited liability company

By   
\_\_\_\_\_  
Name: Brandon E. Sprague Jr.  
Title: VP-Legal

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STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

On this 27<sup>th</sup> day of OCTOBER, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JEFFREY E LOCKEN, 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.



*(Handwritten Signature)*  
\_\_\_\_\_  
(Signature of Notary)

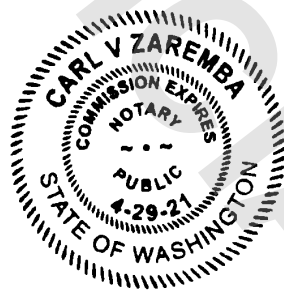
Carl V Zaremba  
NOTARY PUBLIC in and for the State  
of Washington, residing at Monroe  
My appointment expire April 29, 2021

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STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

On this 27<sup>th</sup> day of October, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared AMITY K LOCKEN, 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.



*(Handwritten Signature)*

(Signature of Notary)

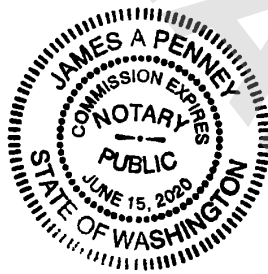
Carl V Zaremba  
NOTARY PUBLIC in and for the State  
of Washington, residing at Monroe  
My appointment expire April 29, 2021

*[The remainder of this page is intentionally left blank.]*

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 7<sup>th</sup> 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 ENP 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 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.



[Handwritten Signature]

(Signature of Notary)

James A. Penney

(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State  
of Washington, residing at Seattle.  
My appointment expires: June 15, 2020

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**EXHIBIT A**  
to  
**Utility Easement Agreement**  
**Legal Description of Property**

LOT 4, LOCKEN'S ADDITION, AS PER PLAT RECORDED IN VOLUME 15 OF  
PLATS, PAGES 114 AND 115, RECORDED ON OCTOBER 25, 1993 UNDER  
SKAGIT COUNTY AUDITOR'S FILE NO. 199310250118,

RECORDS OF SKAGIT COUNTY, WASHINGTON.

Assessor's Tax Parcel No. P105575 (4612-000-004-0003)

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