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03/25/2019 02:53 PM Pages: 1 of 8 Fees: \$106.00
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
2019 1055
MAR 25 2019

Amount Paid \$43.30
Skagit Co. Treasurer
By *man* Deputy

UTILITY EASEMENT AGREEMENT

Grantor(s): **Swanson, Wilson and Anacortes Mobile Home and R.V. Park**
Grantee: **Wave Business Solutions, LLC**
Abbreviated Legal: **Portion of GL 2, S5, T34N, R2E**
Assessor's Parcel Nos.: **P19957 (340205-0-021-0008), P19936 (340205-0-007-0006), & P19937 (340205-0-007-0204)**
Reference Nos. of Documents Assigned or Releases: **N/A**

This Utility Easement Agreement (this "Agreement") is made and entered into as of this 11th day of January, 2019 (the "Effective Date"), by and between **Daniel A. Swanson, a single man, Anne M. Wilson, a single woman and Anacortes Mobile Home and R.V. Park, a Washington general partnership** (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 **7648 and 7608 State Route 20, Anacortes, WA 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 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 3 feet in width, 1½ feet on either side of the telecommunications facilities to be permanently installed and following the existing Puget Sound Energy pole line alignment located within the West 10 feet of said property.

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:

Daniel A. Swanson
Daniel A. Swanson

Don Wilson
Don Wilson as attorney in fact for Anne M. Wilson

Anacortes Mobile Home and R.V. Park, a
Washington general partnership

By: Daniel A. Swanson
Daniel A. Swanson - Partner

By: Don Wilson
Don Wilson as attorney in fact for Anne M. Wilson
- Partner

WAVE:

Wave Business Solutions, a
Washington limited liability company

By: Fred T. Lora
Name:
Title: SVP/Gen.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 16th day of January, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Daniel A. Swanson**, 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)

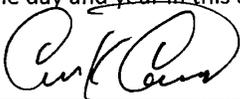
NOTARY PUBLIC in and for the State
of Washington, residing at Snohomish, WA
My appointment expires: 10/9/19

(ATTORNEY IN FACT)

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 11th day of January, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Don Wilson** who signed this instrument as attorney in fact for **Anne M. Wilson** 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)

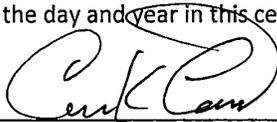


NOTARY PUBLIC in and for the State
of Washington, residing at Snohomish, WA
My appointment expires: 10/9/19

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 16th day of January, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Daniel A. Swanson and Don Wilson as attorney in fact for Anne M. Wilson**, to me known to be the persons who signed as **Partners of Anacortes Mobile Home and R.V. Park, a Washington general partnership**, 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 they were duly elected, qualified and acting as said officer of the company, and that they were 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)

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 4th day of February, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Fred T. Lutz, to me known to be the person who signed as SVP/GM 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

Parcel "A":

That portion of Government Lot 2, Section 5, Township 34 North, Range 2 East, W.M., described as follows:

Beginning at a point on the North and South $\frac{1}{4}$ section line of said Section 5, at a point 220 feet South of the center of said Section 5; thence North along said North and South $\frac{1}{4}$ section line a distance of 590.7 feet, more or less, to the South line of the Anacortes-Mount Vernon Highway as it existed prior to September 7, 1956; thence Easterly along said South line of said highway, a distance of 631.62 feet, more or less, to the East line of the land conveyed to Edward F. Fountain by Deed dated May 13, 1925 and recorded May 18, 1925, in Volume 136 of Deeds, page 599, records of said County; thence South 8 degrees 5' East to the North line of the right-of-way of the Fidalgo City and Anacortes Electric Railway; thence continuing South 8 degrees 5' East to the South line of said right-of-way; thence continuing South 13 degrees 33' East a distance of 225.4 feet; thence West and parallel with the East and West center Section line, a distance of 660.06 feet, more or less, to the point of beginning; EXCEPT State Highway 525; EXCEPT Primary State Highway No. 1 as conveyed to Deed recorded October 15, 1956 under Auditor's File No. 542875; EXCEPT that portion thereof lying North and West of the following described line:

Beginning at the center of said Section 5; thence North 01 degrees 27'50" East along the North-South center line of Section 5, 244.83 feet; thence South 88 degrees 32'10" East 30 feet to the East right-of-way of State Highway 525, which point is the Northwest corner of a tract conveyed to Willard R. Evans and Bernice Evans, by Deed recorded December 4, 1953, under Auditor's File No. 495853 and the true point of beginning of said line; thence continue South 88 degrees 32'10" East along the North line of said Evans Tract and said North line extended to the Southerly line of said Primary Highway No. 1 and the termination of said line; AND EXCEPT that portion lying South and West of the following described line:

Beginning at the intersection of the Easterly line of the State Highway along the North-South center line of said Section 5, with the South line of the Anacortes-Mount Vernon Highway as it existed prior to September 7, 1956; thence Southerly along the Easterly line of the State Highway along the North and South center line of said Section 5, 185 feet to the true point of beginning of said line, said point being the Northwest corner of a tract conveyed to Willard R. Evans, et ux, by Deed recorded December 4, 1953 under Auditor's File No. 495853; thence Easterly along a line perpendicular to the said Easterly line of said State Highway 220 feet; thence Southerly along a line parallel to said Easterly line of said State Highway to the South line of the main tract above described and the termination of said line.

Parcel "B":

That portion of Government Lot 2 in Section 5, Township 34 North, Range 2 East, W.M., described as follows:

Beginning at a point which is 220 feet East of the East line of the road along the West line of said subdivision and 220 feet South of the East and West center line of said Section 5; thence East to a point which is 220 feet South and 669.6 feet East of the center line of Section 5; said point being the Southeast corner of a tract conveyed to M. D. Wilcox by Deed recorded in Volume 24 of Deeds, page 172, as Skagit County Auditor's File No. 6835, heretofore erroneously referred to as recorded in Volume 60 of Deeds, page 339, as Auditor's File No. 240172; thence South 13 degrees 33' East 25.3 feet; thence South 28 degrees 45' East 106.7 feet; thence West to a point South of the point of beginning; thence North to the point of beginning.

Parcel "C":

That portion of Lot 2, Section 5, Township 34 North, Range 2 East, W.M., described as follows: Beginning at the intersection of the Easterly line of the road along the North and South center line of said Section 5 with the South line of the Anacortes-Mount Vernon Highway; thence Southerly along the Easterly line of the road along the North and South center line of said Section 5; a distance of 350.00 feet to the true point of beginning; thence Easterly along a line perpendicular to the said Easterly line of said road, 220 feet; thence Southerly along a line parallel to the East line of said road to a point 220 feet South of the East and West center line of said Section 5; thence East to a point which is 220 feet South and 669.6 feet East of the center of said Section 5, said point being the Southeast corner of a tract conveyed to M. D. Wilcox by deed recorded in Volume 24 of Deeds, page 172, under Auditor's File No. 6835, heretofore erroneously referred to as recorded in Volume 60 of Deeds, page 339, under Auditor's File No. 240172, records of Skagit County, Washington; thence South 13 degrees 33' East 25.3 feet; thence South 28 degrees 45' East 106.7 feet; thence West to a point 359 feet East of the North and South center line of said Section 5; thence South 0 degrees 13' West to a point which is 391 feet South of the East and West center line of said Section 5; thence North 88 degrees 57' West 329 feet, more or less, to the East right-of-way line of the aforementioned road along the North and South center line of said Section 5; thence North along said right-of-way line 400 feet, more or less, to the true point of beginning; EXCEPT the following described tract:

Beginning at a point which is 220 feet East of the East line of the road along the West line of said subdivision and 220 feet South of the East and West center line of said Section 5; thence East to a point which is 220 feet South and 669.6 feet East of the center line of Section 5, said point being the Southeast corner of a tract conveyed to M. D. Wilcox, by deed recorded in Volume 24 of Deeds, page 172, under Auditor's File No. 6835, records of Skagit County, heretofore erroneously referred to as recorded in Volume 60 of Deeds, page 339, under Auditor's File No. 240172, records of Skagit County, Washington; thence South 13 degrees 33' East 25.3 feet; thence South 28 degrees 45' East 106.7 feet; thence West to a point South of the point of beginning; thence North to the point of beginning.

Situate in the County of Skagit, State of Washington.

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