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03/25/2019 02:53 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
20191057
MAR 25 2019

Amount Paid \$ 23.81
Skagit Co. Treasurer
By *mm* Deputy

UTILITY EASEMENT AGREEMENT

Grantor(s): **Francis Davis and Edna Davis**
Grantee: **Wave Business Solutions, LLC**
Abbreviated Legal: **Ptn. S½ SW¼ SE¼ S23 and NW¼ NE¼ S26, T33N, R4E, W.M.**
Assessor's Parcel Nos.: **P17174 330423-4-004-0008 and P17331 330426-1-002-0003 (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 7th day of February, 2019 (the "Effective Date"), by and between **Francis Davis and Edna Davis, husband and wife** (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 **22521 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 and Westerly 25 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:

WAVE:

Francis Davis
Francis Davis

Wave Business Solutions, a
Washington limited liability company

Edna Davis
Edna Davis

By [Signature]
Name: Fred T. Lutz
Title: SVP/GM

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 Los Angeles

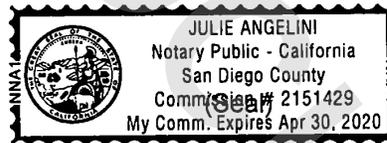
On Feb 7, 2019 before me, JULIE ANGELINI, Notary Public
(name and title of the officer)
personally appeared Edna Davis + Francis Davis

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]
Signature



STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 4th day of March, 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

The South Half of the Southwest Quarter of the Southeast Quarter of Section 23, Township 33 North, Range 4 East, W.M.; Except State Highway right of way; and, that portion of the Northwest Quarter of the Northeast Quarter of Section 26, Township 33 North, Range 4 East, W.M., lying Northerly of Secondary State Highway 1-H (SR 534).

TAX PARCEL I.D. NOS. P17174 330423-4-004-0008 and P17331 330426-1-002-0003 (a portion of)

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