



**201903260030**

03/26/2019 11:09 AM 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. FIDLER, STAR M
2. FIDLER, TORY
3. FIDLER, TRACY

**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)

Ptn NW ¼ NW ¼ Sec 20, T33N, R4E

Full legal is on page 7 of document.

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

Parcel ID: P16997 XrefID: 330420-2-006-0003

## UTILITY EASEMENT AGREEMENT

This Utility Easement Agreement (this "**Agreement**") is made and entered into as of this 25th day of January, 2019 (the "**Effective Date**"), by and between STAR M FIDLER, a single woman, and TORY FIDLER and TRACY FIDLER, husband and wife (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 17.0 acres, commonly known as State Route 534, Mount Vernon, WA 98274 and having Skagit County Assessor's Tax Parcel No. P16997, 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 EASTERLY 145 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.

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX  
20191072  
MAR 26 2019

Amount Paid \$ 80.23  
Skagit Co. Treasurer  
By: *HB* Deputy

UTILITY EASEMENT AGREEMENT  
WAVE BUSINESS SOLUTIONS, LLC

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 to restore, to a like or better condition, any and all of Grantor's existing improvements which are disturbed by Wave's said installation, inspection, maintenance, and/or removal of said facilities. Should Wave's entry or activities on Grantor's Property result in any damage to the crops located thereon Wave's restoration shall include, at Grantor's option, compensation for said crop damage. 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:**

  
\_\_\_\_\_  
STAR M FIDLER

  
\_\_\_\_\_  
TORY FIDLER

  
\_\_\_\_\_  
TRACY FIDLER

**WAVE:**

Wave Business Solutions, a  
Washington limited liability company

By  \_\_\_\_\_

Name: Fred T. Lir.

Title: SVP/EM

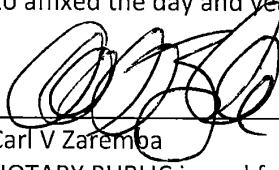
*[The remainder of this page is intentionally left blank.]*

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

On this 25th day of January, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared TORY FIDLER, 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



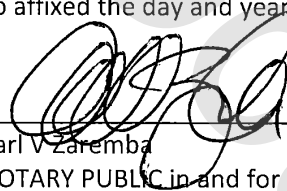
  
\_\_\_\_\_  
Carl V Zarembo  
NOTARY PUBLIC in and for the State  
of Washington, residing at Monroe  
My appointment expire April 29, 2021

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF SKAGIT )

On this 25th day of January, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared TRACY FIDLER, 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



  
\_\_\_\_\_  
Carl V Zarembo  
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 25th day of January, 2019, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared STAR M FIDLER, 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 4<sup>th</sup> 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 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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**EXHIBIT A**

to

**Utility Easement Agreement****Legal Description of Property**

That portion of the NW ¼ of Section 20, Township 33 North, Range 4 East, W.M., described as follows: The East ½ of the Northwest ¼ of the Northwest ¼, EXCEPT County road right-of-way along the North line thereof including that portion conveyed to Skagit County by deed recorded as Auditor's File No. 276945; ALSO EXCEPT that certain 50 foot wide strip of land taken for Drainage District No. 17 in Skagit County Cause No. 17539; ALSO EXCEPT that portion thereof taken for road purposes by the State of Washington in Skagit County Cause No. 30390;

ALSO EXCEPT that portion conveyed to Precision General Contractors, Inc., by deed dated October 29, 1970, and recorded November 30, 1970 as Auditor's File No. 746240 and more particularly described as follows:

That portion of the Northwest ¼ of the Northwest ¼ of Section 20, Township 33 North, Range 4 East, W.M., described as follows:

Beginning at the intersection of the proposed East right-of-way line of the FR 7 line and proposed South right-of-way line of SR 534, as both are shown in detail within that certain map known as SR 5 MP 218.79 to MP 222.10 Conway Hill to Johnson Road. Sheet 6 of 20 sheets now of record and on file in the office of the Director of Highways, Olympia, Washington, and bearing date of approval, June 20, 1968, the center line of which is also shown of record in Volume A of Highway Plats, page 115, File No. 718672, records of Skagit County; thence South 1°19'45" West along said East right-of-way line of the FR 7 line a distance of 200 feet; thence South 88°40'15" East 260 feet; thence North 1°19'45" East 243.98 feet to the South right-of-way line of said SR 534; thence South 81°43'40" West along said South right-of-way line 263.69 feet to the point of beginning.

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RECORDS OF SKAGIT COUNTY, WASHINGTON.

Assessor's Tax Parcel No. P16997 (330420-2-006-0003)

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