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04/18/2019 02:26 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

UTILITY EASEMENT AGREEMENT

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

20191393

APR 18 2019

Amount Paid \$ 15⁸²
Skagit Co. Treasurer
By *mm* Deputy

Grantor(s): **Cynthia A. Backlund**
Grantee: **Wave Business Solutions, LLC**
Abbreviated Legal: **Portion of GL 2, S5, T34N, R2E**
Assessor's Parcel No.: **P19939 (340205-0-009-0004)**
Reference Nos. of Documents Assigned or Releases: **N/A**

This Utility Easement Agreement (this "**Agreement**") is made and entered into as of this 13th day of December, 2018 (the "**Effective Date**"), by and between **Cynthia A. Backlund**, a single person (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 **7580 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:

Cynthia A. Backlund
 Cynthia A. Backlund

WAVE:

Wave Business Solutions, a
 Washington limited liability company

By Byron E. Springer, Jr.
 Name: Byron E. Springer, Jr.
 Title: EVP-Legal

STATE OF WASHINGTON)
) ss.
 COUNTY OF Skagit)

On this 13th day of December, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Cynthia A. Backlund**, 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

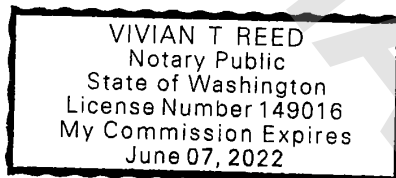
STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

On this 19th day of March, 2018⁹, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Byron Springer, 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.



Vivian T. Reed
(Signature of Notary)

VIVIAN T. REED
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at Granite Falls.
My appointment expires: 06/07/22.

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Schedule 1

to

Utility Easement Agreement

Legal Description of Property

A tract of land in the Northwest quarter of the Southeast quarter (also known as Government Lot 2) of Section 5, Township 34 North, Range 2 East W.M., described as follows: Beginning at a point on the East right of way line of the State Highway 391.0 feet South and 30.0 feet East of the center of Section 5; thence South 88° 57' East parallel to the North line of said Subdivision 329.0 feet to a point that is 359 feet East of the North and South centerline on said Section 5; thence South 0 degrees 13' West parallel to the North and South centerline of said Section 5, a distance of 192.0 feet to a point on the North line of that certain tract of land conveyed to Lloyd McKinnon, et ux, by instrument recorded under Auditor's File Number 526734, records of Skagit County, Washington; thence North 88° 57' West along the North line of said McKinnon tract, a distance of 329.0 feet to the East right of way line, 192.0 feet to the point of beginning. Situate in Skagit County, Washington.

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