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03/15/2021 03:27 PM Pages: 1 of 6 Fees: \$108.50
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

2021-1091
MAR 15 2021

Amount Paid \$ 14.88
Skagit Co. Treasurer
By  Deputy

UTILITY EASEMENT AGREEMENT

Grantor(s): **Perry A. Squires and Colleen Harney Squires**
Grantee: **Wave Business Solutions, LLC**
Abbreviated Legal: **Ptn. NE¼ SE¼, S19, T33N, R5E, W.M.**
Assessor's Parcel No.: **P90260 330519-4-001-003 (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 23rd day of December, 2020 (the "**Effective Date**"), by and between **Perry A. Squires and Colleen Harney Squires, 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 **SR 9, 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 of land 5 feet in width, 2½ feet on either side of the telecommunications facilities to be permanently installed as described on Exhibit A and depicted on Exhibit B attached hereto and incorporated herein by reference.

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:

Perry A. Squires
Perry A. Squires

WAVE:

Wave Business Solutions, a
Washington limited liability company

Colleen Harney Squires
Colleen Harney Squires

By Fred T. Lutz
Name: Fred T. Lutz
Title: SVP/GM

STATE OF WASHINGTON)
) ss.
COUNTY OF Skagit

On this 23rd day of December, 2020, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **Perry A. Squires and Colleen Harney Squires**, 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.

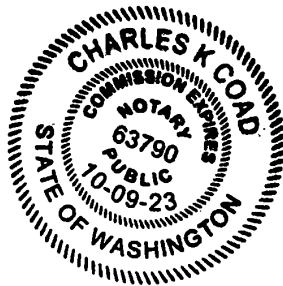
GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.

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 Mill Creek, WWA
My appointment expires: 10/9/23

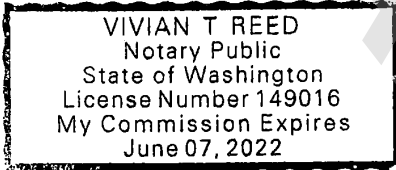
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STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 19th day of February, 20 21, 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.

GVEN 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: 06/07/2022

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UTILITY EASEMENT AGREEMENT
WAVE BUSINESS SOLUTIONS, LLC

Schedule 1
to
Utility Easement Agreement
Legal Description of Property

P90260 330519-4-001-003

The Northeast Quarter of the Southeast Quarter of Section 19, Township 33 North, Range 5 East, W.M.;

Except railroad rights of way as granted under Auditor's File No. 99219 and Volume 11, Page 423 through 425 of Deeds, records of Skagit County, Washington; also, Except all that portion thereof lying Northwesterly of SR 9; also, Except the West 75 feet thereof.

Situate in the County of Skagit, State of Washington.

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Pacific Surveying & Engineering, Inc

land surveying • civil engineering • consulting • environmental
 909 Squalicum Way #111, Bellingham, WA 98225
 Phone 360.671.7387 Facsimile 360.671.4685 Email info@psurvey.com

**EXHIBIT A
 ACCESS EASEMENT AREA DESCRIPTION**

AN EASEMENT LYING WITHIN A PORTION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 33 NORTH, RANGE 5 EAST, W.M., MORE PARTICULARLY DESCRIBED IN DEED OF TRUST RECORDED UNDER SKAGIT COUNTY AUDITOR'S FILE NO. 199112090044, DESCRIBED AS FOLLOWS:

A 5-FOOT-WIDE STRIP OF LAND LYING 2.5 FEET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A DEPARTMENT OF NATURAL RESOURCES BRASS CAP MONUMENT MARKED AS THE EAST 1/4 CORNER OF SECTION 19, TOWNSHIP 33 NORTH, RANGE 5 EAST, W.M., FROM WHICH A DEPARTMENT OF NATURAL RESOURCES BRASS CAP MONUMENT MARKED AS THE NORTHEAST SECTION CORNER OF SECTION 30 (SOUTHEAST SECTION CORNER OF SAID SECTION 19), TOWNSHIP 33 NORTH, RANGE 5 EAST, W.M., BEARS SOUTH 01°09'22" WEST A DISTANCE OF 2,612.96 FEET; THENCE, ALONG THE NORTH LINE OF THE SAID SOUTHEAST QUARTER, NORTH 89°17'22" WEST A DISTANCE OF 131.79 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 30°34'21" EAST 140.10 FEET; THENCE SOUTH 62°56'03" EAST 30.48 FEET; THENCE SOUTH 05°13'40" EAST 22.99 FEET; THENCE SOUTH 38°51'08" EAST 43.76 FEET; MORE OR LESS TO THE EAST LINE OF SAID SECTION 19 AND THE TERMINUS OF THE CENTERLINE.

MARGINS OF SAID EASEMENT SHALL BE EXTENDED OR SHORTENED TO INTERSECT THE BOUNDARY OF THE PARCEL DESCRIBED IN AUDITOR'S FILE NO. 199112090044 ABOVE.

CONTAINING 1,187 SQUARE FEET, MORE OR LESS.

SITUATE IN SKAGIT COUNTY, WASHINGTON.

