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11/03/2023 04:02 PM Pages: 1 of 8 Fees: \$210.50
Skagit County Auditor

Return Address:

ATTN: Bree Urban
Wave Business Solutions, LLC
3700 Monte Villa Parkway, Suite 200
Bothell, WA 98021

REVIEWED BY
SKAGIT COUNTY TREASURER
DEPUTY Lena Thompson
DATE 11.3.23

Document Title(s) (or transactions contained therein): 1. Utility Easement Agreement
Reference Number(s) of Documents assigned or released: N/A (on page of document(s))
Grantor(s): (Last Name first, then first name and initials): 1. Walloch, Laurie Susan 2. Jackson, Michael Allen
Grantee(s): 1. Wave Business Solutions, LLC, a Washington limited liability company
Legal Description: (Abbreviated: i.e. lot, block, plat or section, township, range) SW ¼ of Section 26, TWP 36 North, Range 3 East, W.M. Skagit County Short CaRD No. PL09-0344 <input checked="" type="checkbox"/> Full legal is on page 7 of the document
Assessor's Property Tax Parcel / Account Number: Parcel ID: P108007

UTILITY EASEMENT AGREEMENT

This Utility Easement Agreement (this "**Agreement**") is made and entered into as of this 20th day of December, 2018 (the "**Effective Date**"), by and between Laurie Susan Walloch and Michael Allen Jackson, a married couple (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, commonly known as 16116 Tulip Lane, Bow, WA 98232 and having Skagit County Assessor's Tax Parcel No. P108007 which is more fully described on Exhibit A to this Agreement, shall be referred to as 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 WESTERLY PORTION, AS REQUIRED OF LOT 1, ENTERING THE ONE (1) ACRE BUILDING AREA AT THE SW CORNER AND PROCEEDING TO THE SE CORNER AREA OF GARAGE.

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 Broadband's sole and exclusive management and control, and neither Grantor nor any subsequent owner(s) of the Property or any part thereof shall acquire and right, title, or interest in any Network Facilities.

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 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.

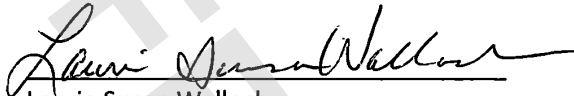
6. Miscellaneous. Grantor agrees to take or cause to be taken such further actions, to execute, deliver and file such further documents and instruments and to obtain such consents as may be necessary or may be reasonably requested by Wave to fully effectuate the purposes of this Agreement and the Easement 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.

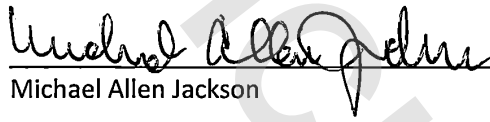
GRANTOR:

WAVE:


Laurie Susan Walloch

Wave Business Solutions, a
Washington limited liability company

By 


Michael Allen Jackson

Name: Fred T. Worr

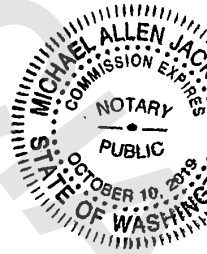
Title: SVP/Gen

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STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 20th day of DECEMBER, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Laurie Susan Walloch, 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.



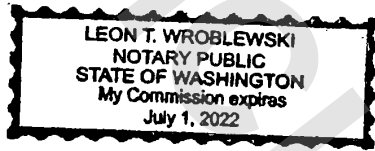
Mike Jackson
 Signature of Notary
MIKE JACKSON
 Print or stamp name of Notary
 NOTARY PUBLIC in and for the State
 of Washington, residing at Skagit Co.
 My appointment expires: 10/10/2019

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STATE OF WASHINGTON)
) ss.
COUNTY OF skagit)

On this 20th day of December, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Michael Allen Jackson, 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)

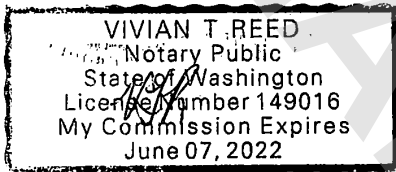
Leon Wroblewski
(Print or stamp name of Notary)
NOTARY PUBLIC in and for the State
of Washington, residing at skagit
My appointment expires: 7/1/2022

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STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 16th day of September, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Fred Lutz, to me known to be the person who signed as SVP/GM WA 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.



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.

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

EXHIBIT A

to

Utility Easement Agreement

Legal Description of Property

THE FOLLOWING DESCRIBED REAL PROPERTY LOCATED IN THE SOUTHEASTERN QUARTER OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 04 EAST, W.M., IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON:

Property

TRACT 17, "REVISED PLAT OF SAN JUAN LOOKOUT, SKAGIT COUNTY 5-ACRE PARCEL SUBDIVISION NO. 509-80", APPROVED NOVEMBER 13, 1981 AND RECORDED NOVEMBER 13, 1982 IN VOLUME 3 OF SURVEYS, PAGE 151, UNDER AUDITORS FILE NO. 8111130039, RECORDS OF SKAGIT COUNTY, WASHINGTON; BEING A REVISION OF THAT SUBDIVISION RECORDER IN VOLUME 5 OF SHORT PLATS, PAGE 103, RECORDS OF SKAGIT COUNTY, WASHINGTON;

BEING A PORTION OF THE SOUTHWEST ¼ OF SECTION 26, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M. AND A PORTION OF THE SOUTHEAST ¼ OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 3 EAST, W.M.

SITUATED IN SKAGIT COUNTY, WASHINGTON

Assessor's Tax Parcel No. P108007

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