

Return Name and Address:

AT&T Cable Services, formerly TCI

ATTN: April Krebs

2316 S State St.

Tacoma, WA 98405



200003220038

Kathy Hill, Skagit County Auditor

3/22/2000 Page 1 of 6 11:17:55AM

Please print or type information

Document Title(s)

1. Agreement for Grant of Easement—Salem Village
- 2.
- 3.

Grantor(s)

1. Salem Village LTD
- 2.
- 3.

Grantee(s)

1. TCI Cablevision of Washington, Inc.
- 2.
- 3.

Legal Description (abbreviated: i.e. lot, block, plat OR section, township, range, qtr.)
Portion of Lot 3 S/P #MV8-94

☐ Additional legal is on page 6 of document.

Reference Number(s) (Auditor File Numbers) of Documents assigned or released:

☐ Additional numbers on page _____ of document.

Assessor's Property Tax Parcel/Account Number

P112213

☐ Property Tax Parcel ID is not yet assigned.

☐ Additional parcel numbers on page _____ of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

Attn: Business Services Group
AT & T Cable Services
240 NE Kettle St
Oak Harbor, WA 98277

AGREEMENT FOR GRANT OF EASEMENT

Property Owner

Name: SALEM VILLAGE LTD
Address: 2619 N LAVENTURE
City, State, Zip: MOUNT VERNON, WA 98273
Contact Person: LEONA BROERS
Telephone:
Fax:

Property

50 Units

Complex Name: SALEM VILLAGE
Address: 2619 N Laventure
City, State, Zip: Mount Vernon, WA 98273
Contact Person: LEONA BROERS
Telephone:
Fax:

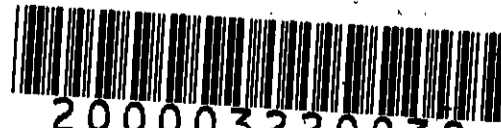
JB 12-15-99
TCI CABLEVISION OF WASHINGTON, INC.

THIS AGREEMENT ("Agreement") dated as of 9/27/99 is made and entered into by and between ~~TCI of Washington Inc.~~ d/b/a AT&T Cable Services, on behalf of itself and any entity controlling, controlled by or under common control with AT&T Corp. (hereinafter in the aggregate referred to as "AT&T"), and SALEM VILLAGE LTD ("Owner"), which owns or has control over certain real estate and improvements commonly known as the Salem Village located at 2619 N Laventure, and legally described on Exhibit A ("Premises"), consisting of 50 units plus any units added or constructed in the future.

In Section , Township , Range , Parcel or Tax Account Number(s):
A legal description of the Premises is attached hereto as Exhibit A.

Owner and AT&T desire to provide for AT&T's access to the Premises in order to install the equipment, on the terms and conditions provided herein, necessary to provide various services ("Services") to the residents of the Premises. Such Services shall include, but not be limited to, local, intraLATA toll (or local toll), long distance, high-speed data, video/cable television (provided pursuant to any applicable agreements specifically relating to such video/cable television services) and other lawful services and applications that AT&T may provide now or in the future. Therefore, in consideration of the mutual covenants made by the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **GRANT OF EASEMENT AND RIGHTS.** Owner hereby grants and conveys to AT&T, its successors and assigns, a non-exclusive Easement (subject to Paragraph 6 below) on, over, under, within, and through the Premises as necessary or desirable for the routing, installation, maintenance, service and operation of the Equipment (as hereinafter defined), and the marketing and provision of the Services, together with rights of ingress and egress on and over the Premises as necessary for the use and enjoyment of the Easement herein granted. Owner agrees that AT&T may from time to time enter into various agreements or arrangements with its approved designees, agents or authorized vendors (collectively, "Agents") and access to the Premises granted by Owner pursuant to this Section will extend to such Agents. After the Equipment has been installed for the provision of Services, Owner will provide AT&T's employees and Agents access to necessary portions of the Premises upon reasonable notice to perform installation and maintenance functions. In the event of an outage or other emergency, Owner will provide access to necessary portions of the Premises twenty-four (24) hours a day, seven (7) days a week so that AT&T may perform emergency repairs. AT&T will be allowed access to a residential unit by Owner only with the prior consent of the resident. In addition to the other rights granted by Owner hereunder, upon termination of this Agreement, Owner hereby grants to AT&T the right to enter the Premises in order to remove the Equipment from the Premises if AT&T so desires.



200003220038

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3/22/2000 Page 2 of 6 11:17:55AM

2. **TERM.** This Agreement will be effective on the date hereof and will continue for so long as AT&T may lawfully provide the Services, not to exceed Fifteen (15) years from the date of this Agreement. The Easement hereby granted, and the covenants and agreements provided herein, shall run with the land and the burden upon the applicable Premises shall bind Owner, and each and every subsequent owner, thereof for the Term of the Easement.

3. **CONSIDERATION.** In consideration of the easement and other rights granted by Owner pursuant hereto, AT&T shall pay to Owner the sum of ten Dollars (\$ 10), the receipt and sufficiency of which is hereby acknowledged.

4. **OWNER'S PREMISES; INDEMNIFICATION.**

(a) AT&T will repair at its expense any damage to the Premises to the extent caused by AT&T, its employees, or the Agents, normal wear and tear excepted. Except as otherwise set forth herein, AT&T will hold harmless and indemnify Owner from and against any and all losses or damages (including reasonable attorneys' fees) to the extent caused by AT&T's or its Agents' installation, maintenance, service, removal or operation of the Equipment, except to the extent of loss or damage arising from any negligent or intentional act or omission of Owner or its agents or employees, any resident of the Premises, or any third party.

(b) AT&T, at Owner's reasonable expense, will repair any damage to the Equipment caused by Owner, its agents, or employees, or any resident of the Premises. Except as otherwise set forth herein, Owner will hold harmless and indemnify AT&T, its agents and employees, from and against any and all losses or damages (including reasonable attorneys' fees) arising from or with respect to any breach of this Easement or any negligent or intentional act or omission of Owner or its agents or employees, or any resident of the Premises.

5. **EQUIPMENT.** AT&T shall have the right to construct, install, own, maintain, use, operate, upgrade, repair, replace and remove such cabling, wiring, power supplies, risers, conduit, molding, network equipment, facilities and components associated therewith, and other equipment or facilities necessary for the provision of the Services ("Equipment"). Owner will have no obligation to service or maintain the Equipment. No Equipment installed by AT&T shall constitute a fixture of the Premises, but will at all times be owned by, and remain the property of AT&T, whether or not attached to or incorporated in the Premises. All such Equipment shall remain subject to AT&T's exclusive management and control, and unless otherwise required by law, neither Owner nor any resident of the Premises will have or obtain any right, title or interest therein. Owner will not, and will not permit any third party to, disturb, alter, move, attach to or use in any manner the Equipment or any portion thereof. Owner warrants that it has not granted and shall not grant to any other person or entity any easements or rights which could materially and adversely interfere with AT&T's use and operation of the Equipment. AT&T will have the right to use, and Owner agrees to assist AT&T in locating and accessing, the telephone/equipment room(s) and any already existing and available facilities, distribution and inside wiring, riser and conduit space and any rights of way, within and into the Premises, regardless of ownership, for delivery of the Services. AT&T shall have the right to construct, where necessary and at its sole cost, any additional distribution, riser and conduit facilities. Owner shall provide without charge adequate space and electricity for the Equipment.

6. **SUCCESSORS TO BOTH PARTIES.** The benefits and obligations of this Agreement will inure to and be binding upon the successors, assigns, heirs, and personal representatives of AT&T and Owner during the Term hereof. Owner shall make the assumption of this Agreement a condition of any sale, transfer or assignment of the Premises.

7. **TERMINATION.** This Agreement may be terminated prior to expiration of its term (a) by either party in the event of material breach of this Agreement after 30 days' written notice, unless the other party cures or commences to cure such breach during such 30-day period and diligently proceeds with such cure; or (b) by AT&T upon at least 60 days' written notice if AT&T is unable to continue distribution of any one or more of the Services due to any law, rule, regulation, judgment, contract with third party or other reason beyond the reasonable control of AT&T. Notwithstanding any other provision of this Agreement, in no event will either party be liable to the other for incidental or consequential damages. Upon termination of this Agreement, AT&T shall have an additional ninety (90) days to remove, transfer or sell part or all of the Equipment, in its sole discretion.

8. **AUTHORIZATIONS.** The person signing on behalf of Owner represents that he/she is the owner of the Premises or the authorized agent of the Owner, with full authority to bind Owner to the terms and conditions of this Agreement. Owner represents and warrants that he/she has not entered into any exclusive agreements for the provision of Services with any person or entity in regard to the Premises. This Agreement will not be binding upon AT&T until signed by an authorized representative of AT&T.



200003220038

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3/22/2000 Page 3 of 6 11:17:55AM

OWNER/AUTHORIZED AGENT:

By:

Leona F Broers
Signature

LEONA F. BROERS
Print Name

Its: Property Manager
(Title)

9/27/99
Date

AT&T

TCI CABLEVISION OF WASHINGTON, INC.
d/b/a AT&T CABLE SERVICES

By:

John Grismore 12-15-99
John Grismore, Authorized Agent Date

NOTARIZATION OF OWNER/AUTHORIZED AGENT SIGNATURE

STATE OF WASHINGTON)

SS.

COUNTY OF KING)

On this 27th day of SEPTEMBER, 1999, before me, a Notary Public in and for the State of WASHINGTON, personally appeared LEONA F BROERS to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged the he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

[Signature]
Notary Public

My Commission Expires: 11-29-2002

NOTARIZATION OF COMPANY/AUTHORIZED AGENT SIGNATURE

STATE OF _____)

SS.

COUNTY OF _____)

On this _____ day of _____, _____, before me, a Notary Public in and for the State of _____, personally appeared _____ to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged the he/she signed the same as his/her free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

Notary Public

My Commission Expires: _____



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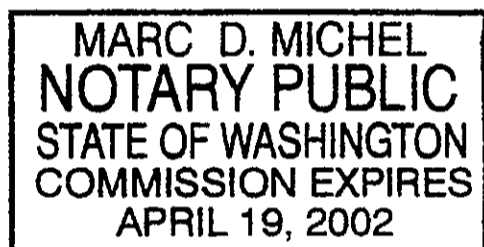
3/22/2000 Page 4 of 6 11:17:55AM

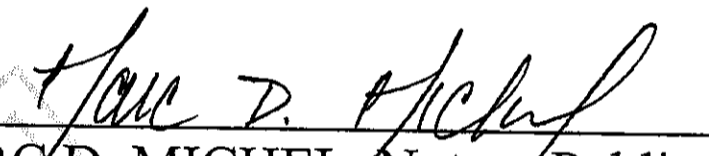
STATE OF WASHINGTON
COUNTY OF SNOHOMISH

)
) SS
)

On December 15, 1999, before me, a Notary Public in and for said State, personally appeared **John B. Grismore**, known to me to an **Authorized Agent** of the corporation that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of the corporation therein named as COMPANY, OPERATOR, or AT&T and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.




MARC D. MICHEL, Notary Public
In and for the State of Washington
Residing at: Bellevue, WA
My Commission Expires:
April 19, 2002



200003220038

Kathy Hill, Skagit County Auditor

3/22/2000 Page 5 of 6 11:17:55AM

Exhibit A

AGREEMENT FOR GRANT OF EASEMENT

This Exhibit A is attached to and made a part of that certain Agreement for Grant of Easement dated 9/27/99, by and between ~~TCI of Washington Inc.~~ d/b/a AT&T Cable Services ("AT&T"), and ("Owner").
TCI CABLEVISION OF WASHINGTON, INC.

[Legal description of the Premises in form suitable for recordation.]

MetroScan Full Legal

APN:P112213

THAT PORTION OF LOT 3 S/P#MV8-94 AF#9707010107 DEFINED AS FOLLOWS:
BEGINNING AT THE NE CORNER OF SAID LOT 3; THENCE NORTH 87-57-29 WEST,
ALONG THE NORTH LINE OF SAID LOT 3, 53.24 FEET TO AN ANGLE POINT OF
SAID LOT 3; THENCE SOUTH 21-12-42 WEST, ALONG BOUNDARY OF SAID LOT 3,
57.20 FEET; THENCE SOUTH 0-11-21 WEST, PARALLEL WITH THE EAST LINE
OF SAID LOT 3, 475.65 FEET TO A POINT ON THE NORTH LINE O



200003220038

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3/22/2000 Page 6 of 6 11:17:55AM