

Return Name and Address:
AT&T Cable Services
ATTN: April Krebsner
3119 S Center St.
Tacoma, WA 98409

200012070010
Skagit County Auditor
12/7/2000 Page 1 of 12 10:36:27AM

Please print or type information	
Document Title(s) 1. MDU Service Agreement—Parkwood Mobile 2. Agreement for Grant of Easement 3.	
Grantor(s) 1. Velling, Roy 2. 3.	Grantee(s) 1. TCI Cablevision of Washington, Inc. 2. 3.
SKAGIT COUNTY WASHINGTON Real Estate Division Tax DEC 07 2000 Amount Paid \$ By Skagit Co. Treasurer Deputy	
Legal Description (abbreviated: i.e. lot, block, plat OR section, township, range, qtr.) SE, NW ¼ SEC 19, T35N, R5E ☐ Additional legal is on page 7 & 12 of document.	
Reference Number(s) (Auditor File Numbers) of Documents assigned or released: Unrecorded ☐ Additional numbers on page _____ of document.	
Assessor's Property Tax Parcel/Account Number P39588 ☐ 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.	

240 NE Kettle St.
Oak Harbor, WA 98277
360-675-9078

BSG-NW - MDUSA
All Services 9/22/99

Property	54 Units
1. Number of units	54
2. Number of units occupied	50
3. Number of units vacant	4
4. Number of units under contract	0
5. Number of units under repair	0
6. Number of units under construction	0
7. Number of units under lease	0
8. Number of units under sale	0
9. Number of units under other arrangement	0
10. Total number of units	54
11. Number of units owned by owner	54
12. Number of units owned by tenant	0
13. Number of units owned by other person	0
14. Number of units owned by partnership	0
15. Number of units owned by corporation	0
16. Number of units owned by trust	0
17. Number of units owned by estate	0
18. Number of units owned by government	0
19. Number of units owned by religious organization	0
20. Number of units owned by educational institution	0
21. Number of units owned by charitable organization	0
22. Number of units owned by non-profit organization	0
23. Number of units owned by other entity	0
24. Number of units owned by individual	0
25. Number of units owned by family	0
26. Number of units owned by business	0
27. Number of units owned by association	0
28. Number of units owned by union	0
29. Number of units owned by labor organization	0
30. Number of units owned by political party	0
31. Number of units owned by social club	0
32. Number of units owned by fraternal organization	0
33. Number of units owned by service organization	0
34. Number of units owned by professional organization	0
35. Number of units owned by trade association	0
36. Number of units owned by industry group	0
37. Number of units owned by labor union	0
38. Number of units owned by public utility	0
39. Number of units owned by financial institution	0
40. Number of units owned by insurance company	0
41. Number of units owned by bank	0
42. Number of units owned by credit union	0
43. Number of units owned by investment firm	0
44. Number of units owned by real estate company	0
45. Number of units owned by developer	0
46. Number of units owned by contractor	0
47. Number of units owned by architect	0
48. Number of units owned by engineer	0
49. Number of units owned by scientist	0
50. Number of units owned by artist	0
51. Number of units owned by writer	0
52. Number of units owned by actor	0
53. Number of units owned by musician	0
54. Number of units owned by athlete	0
55. Number of units owned by entertainer	0
56. Number of units owned by celebrity	0
57. Number of units owned by politician	0
58. Number of units owned by judge	0
59. Number of units owned by lawyer	0
60. Number of units owned by doctor	0
61. Number of units owned by nurse	0
62. Number of units owned by teacher	0
63. Number of units owned by professor	0
64. Number of units owned by researcher	0
65. Number of units owned by inventor	0
66. Number of units owned by entrepreneur	0
67. Number of units owned by businessman	0
68. Number of units owned by woman	0
69. Number of units owned by man	0
70. Number of units owned by child	0
71. Number of units owned by adult	0
72. Number of units owned by senior citizen	0
73. Number of units owned by young adult	0
74. Number of units owned by teenager	0
75. Number of units owned by pre-teenager	0
76. Number of units owned by child	0
77. Number of units owned by infant	0
78. Number of units owned by toddler	0
79. Number of units owned by preschooler	0
80. Number of units owned by elementary school student	0
81. Number of units owned by middle school student	0
82. Number of units owned by high school student	0
83. Number of units owned by college student	0
84. Number of units owned by graduate student	0
85. Number of units owned by postgraduate student	0
86. Number of units owned by scholar	0
87. Number of units owned by academic	0
88. Number of units owned by intellectual	0
89. Number of units owned by philosopher	0
90. Number of units owned by theologian	0
91. Number of units owned by historian	0
92. Number of units owned by sociologist	0
93. Number of units owned by psychologist	0
94. Number of units owned by anthropologist	0
95. Number of units owned by linguist	0
96. Number of units owned by geographer	0
97. Number of units owned by meteorologist	0
98. Number of units owned by astronomer	0
99. Number of units owned by physicist	0
100. Number of units owned by chemist	0
101. Number of units owned by biologist	0
102. Number of units owned by environmentalist	0
103. Number of units owned by conservationist	0
104. Number of units owned by ecologist	0
105. Number of units owned by paleontologist	0
106. Number of units owned by archaeologist	0
107. Number of units owned by anthropologist	0
108. Number of units owned by linguist	0
109. Number of units owned by geographer	0
110. Number of units owned by meteorologist	0
111. Number of units owned by astronomer	0
112. Number of units owned by physicist	0
113. Number of units owned by chemist	0
114. Number of units owned by biologist	0
115. Number of units owned by environmentalist	0
116. Number of units owned by conservationist	0
117. Number of units owned by ecologist	0
118. Number of units owned by paleontologist	0
119. Number of units owned by archaeologist	0
120. Number of units owned by anthropologist	0
121. Number of units owned by linguist	0
122. Number of units owned by geographer	0
123. Number of units owned by meteorologist	0
124. Number of units owned by astronomer	0
125. Number of units owned by physicist	0
126. Number of units owned by chemist	0
127. Number of units owned by biologist	0
128. Number of units owned by environmentalist	0
129. Number of units owned by conservationist	0
130. Number of units owned by ecologist	0
131. Number of units owned by paleontologist	0
132. Number of units owned by archaeologist	0
133. Number of units owned by anthropologist	0
134. Number of units owned by linguist	0
135. Number of units owned by geographer	0
136. Number of units owned by meteorologist	0
137. Number of units owned by astronomer	0
138. Number of units owned by physicist	0
139. Number of units owned by chemist	0
140. Number of units owned by biologist	0
141. Number of units owned by environmentalist	0
142. Number of units owned by conservationist	0
143. Number of units owned by ecologist	0
144. Number of units owned by paleontologist	0
145. Number of units owned by archaeologist	0
146. Number of units owned by anthropologist	0
147. Number of units owned by linguist	0
148. Number of units owned by geographer	0
149. Number of units owned by meteorologist	0
150. Number of units owned by astronomer	0
151. Number of units owned by physicist	0

Complex Name: PARKWOOD MOBILE

Name: Roy Velling
Address: 75-681 Camino de Plata
City, State, Zip: Indian Wells, CA 92210
Contact Person: Roy Velling
Telephone: 760-776-5664
Fax:

In Section 1, Township 22N, Range 15E, Parcel or Tax Account Number(s): 239568

1. **RIGHT OF ACCESS.** Owner hereby grants, bargains and conveys to Company a right of access to, across, under and over the Premises as necessary or desirable for the routing, installation, maintenance, service and operation of the Equipment (as hereinafter defined) and any of Owner's equipment used in connection with provision of the Services, and the marketing and provision of the Services. Owner agrees that Company 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. Owner will cause its designated representatives to accompany employees or Agents of Company into any unoccupied residential unit for the purpose of wiring such residential unit, if such wiring is required. After the Premises have been wired for the provision of Services, Owner will provide Company's employees and Agents access to the Premises at reasonable times for the exercise of its rights hereunder. In addition to the other rights granted by Owner hereunder, upon termination of this Agreement, Owner hereby grants, bargains and conveys to Company the right to enter the Premises in order to remove the Equipment from the Premises if Company so desires. This right of access to the Premises is in addition to any easement granted by Owner to Company by separate agreement entitled, "Agreement for Grant of Easement," of equal date herewith.

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12/7/2000 Page 2 of 12 10:36:27AM

Skagit County Auditor

2. TYPE OF ACCOUNT: PROVISION OF SERVICES

Company will provide the Services to the Premises as follows:

(Check one)

() Individual Rate Account: Company, or the Agents, will market and contract with individual residents of the Premises for all Services, and all arrangements for connecting, serving and billing residents of the Premises will be made directly between Company and such residents.

(X) Bulk Rate Account: Company will market and contract with the Owner for certain of the Services in accordance with a Bulk Rate Addendum to be signed by Company and Owner. Company, or the Agents, will market and contract with individual residents of the Premises for all other Services, and all arrangements for connecting, serving and billing residents of the Premises for such other Services will be made directly between Company or the Agents, and such residents.

The Services will initially be provided as set forth above. During the term of this Agreement, the method of billing may be changed (i.e., from a bulk rate to an individual rate account and vice versa) without in any way affecting the validity of this Agreement.

3. **OTHER SYSTEMS.** In consideration of Company's investment in the Equipment and other valuable consideration, for a period of time ending upon the earlier of (a) the date of termination of this Agreement or (b) the 5th anniversary of the effective date of this Agreement, and to the extent allowable under Federal law, Owner will not, without the prior written consent of Company, operate or install or permit the operation or installation of any other antenna, receiver, converter, cable or other signal amplification system on the Premises for use in connection with television or radio equipment.

4. **TERM.** This Agreement will be effective on the date hereof and continue for a period of Fifteen (15) years (the "Initial Term") and will automatically renew for successive month to month terms until another agreement can be agreed upon.

5. DAMAGE TO THE PREMISES OR EQUIPMENT; INDEMNIFICATION; SURVIVAL.

(a) Company will repair any damage to the Premises caused by Company, its employees, or the Agents, normal wear and tear excepted. Company will hold harmless and indemnify Owner from and against any and all losses or damages (including reasonable attorneys' fees) resulting from Company's or the Agents' installation, maintenance, service, removal or operation of the Equipment or any other equipment of the Agents, except loss or damage arising from any negligent or intentional act or omission of Owner or its agents or employees, or any resident of the Premises.

(b) Owner will repair any damage to the Equipment caused by Owner, its agents, or employees, or any resident of the Premises. Owner will hold harmless and indemnify Company from and against any and all losses or damages (including reasonable attorneys' fees) arising from or with respect to (a) any negligent or intentional act or omission of Owner or its agents or employees, or any resident of the Premises, or (b) any claim, demand, legal proceeding or similar action instituted by any person or entity providing multi-channel video programming or other services similar in nature to the Services provided to the Premises as of or prior to the date of this Agreement, or its successor or assign.

(c) The rights and obligations set forth in this Section 5 (indemnification for events occurring during the term of the Agreement) and the second to last sentence of Section 1 (permitting removal of Equipment) will survive termination of this Agreement.

6. **INSURANCE.** Company will maintain general liability and property damage liability insurance relating to its activities hereunder.

7. **EQUIPMENT.** Company may install, maintain, service, operate and upgrade on the Premises coaxial cable and/or fiber optic line, internal wiring, amplifiers, converters and other equipment necessary for the provision of the Services ("Equipment"). The Equipment will at all times be owned by, and remain the property of, Company, whether or not attached to or incorporated in the Premises, and neither Owner nor any resident of the Premises will have or obtain any right, title or interest therein. The Equipment does not constitute a fixture of the Premises. Owner will not, and will not permit any third party to, attach to or use in any manner the Equipment or any portion thereof. Owner will have no obligation to service or maintain the



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, Skagit County Auditor

Equipment. Company will have the right to use other telecommunications equipment or wiring on the Premises, regardless of ownership, for delivery of the Services. Owner shall provide without charge adequate space and electricity for the Equipment.

8. **HOME RUN WIRING.** To the extent federal law requires Company to provide in this Agreement for the disposition of its home run wiring upon termination of the Agreement, Company agrees to sell to Owner, and Owner agrees to purchase, the home run wiring on the Premises [at the fair market value for the full replacement cost of such wiring, including labor and installation costs] [for an aggregate [payment of \$10.00]. To the extent applicable, Owner will be responsible for applicable sales or other similar taxes imposed by a governmental entity or agency relating to the purchase of the home run wiring. If Owner fails to purchase such wiring, in its sole discretion, the Company may abandon the wiring in place, or shall be permitted to continue to maintain the wiring on the Premises, and shall have no further obligation to Owner (however, Company reserves all other rights and remedies relating to this Section 8). For the sole purposes of this Section 8, the phrase "home run wiring" shall mean all coaxial cable and/or fiber optics line, internal wiring, and associated equipment, including but not limited to amplifiers, passive splitters, connectors, barrels, and wall plates located in the Premises (including wiring located within individual residential units and specifically excluding converters, remote controls and similar equipment) which are owned by Company and used by it in the provision of cable services to residents of the Premises. [Alternative language which excludes risers and active devices, including amplifiers - For the sole purpose of this Section 8, the phrase "home run wiring" shall mean only the wiring from the point at which the wiring becomes dedicated to an individual unit on the Premises to the cable demarcation point at or about twelve (12) inches outside that unit. "Home run wiring" shall not be deemed to include risers or active devices, such as amplifiers.] Notwithstanding anything to the contrary herein, Company intends to retain ownership of the MDU Lock Box, which may be removed by Company, or sold to Owner in the Company's sole discretion by a separately signed agreement.

9. **FORCE MAJEURE.** Neither party will be deemed to be in breach of this Agreement if it is unable to perform its obligations hereunder as a result of loss of its legal authority to provide services to the Premises, failure of equipment or facilities, the occurrence of an event of "force majeure," or other causes beyond such party's reasonable ability to control.

10. **SUCCESSORS TO BOTH PARTIES; RELATED PARTIES TO COMPANY.** The benefits and obligations of this Agreement will inure to and be binding upon the successors, assigns, heirs, and personal representatives of Company and Owner. If Owner sells, transfers or encumbers the Premises, any such sale, transfer or encumbrance will be subject to this Agreement, which touches and runs with the land. The rights and obligations of Company under this Agreement may be enjoined, enforced or performed, as the case may be, by Company or any other entity controlling, controlled by or under common control with Company.

11. **TERMINATION.** This Agreement may be terminated prior to expiration of its term (a) by either party on 30 days' written notice, in the event of material breach of this Agreement, 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 Company upon at least 60 days' written notice if Company is unable to continue distribution of the Services due to any law, rule, regulation, judgment, contract with third party or other reason beyond the reasonable control of Company. In no event will either party be liable to the other for incidental or consequential damages. Upon termination of this Agreement, Company shall have an additional ninety (90) days to remove, transfer or sell part or all of the System, in its sole discretion.

12. **LEGAL STATUS.** This Agreement does not create any agency, employment, joint employer, joint venture or partnership between Company and Owner. Neither party will have the right, power or authority to act for the other in any manner.

13. **ENGINEERING REVIEW.** Activation and installation of the Services are subject to engineering review by Company, including testing of equipment or facilities not provided by Company. If Company determines that activation of the Services will result in unanticipated expenses or that existing equipment is deficient, Company will have the right to terminate this Agreement upon written notice to Owner. Upon such termination, Company will refund to Owner any amounts prepaid hereunder in accordance with Company's refund policies.

14. **OWNER COOPERATION.** Owner will cooperate with Company on the repossession of channel selectors or other Equipment belonging to Company or the Agents that is in the hands of any unauthorized persons such as former occupants of residential units on the Premises. Owner will supply to Company the names and unit numbers of residents at reasonable intervals.

15. **LEGAL ACTIONS.** If legal action is necessary to enforce any provision of this Agreement or any agreement relating hereto, the prevailing party in such action will be entitled to recover its costs and expenses of such action, including reasonable

attorneys' fees. Owner acknowledges that the breach by Owner of any of its obligations under this Agreement cannot be reasonably or adequately compensated in damages in any action at law and that a breach of this Agreement by Owner will cause Company irreparable injury and damage; Owner, therefore, expressly agrees that in the event of a breach or threatened breach of this Agreement, Company will be entitled to injunctive and other equitable relief against Owner. Resort to equitable relief will not in any way be construed as a waiver of any other rights or remedies which Company may have for damages or otherwise.

16. AUTHORIZATIONS. Owner represents and warrants that he/she is the record holder of fee title to the Premises. The person signing on behalf of the Owner represents that he/she is the Owner of the Premises or the authorized agent of Owner, with full authority to bind Owner to the terms and conditions of this Agreement. This Agreement will not be binding upon Company until signed by an authorized representative of Company.

17. NOTICES. Any notices pursuant to this Agreement will be validly given or served if in writing delivered personally or sent, postage prepaid, either by U.S. first class mail or telecopy, to the addresses set forth in this Agreement; or to such other addresses as either party may designate to the other in writing. Delivery of any notice will be deemed to be effective: (i) five days after mailing, for first class U.S. mail or (ii) on the telecopy confirmation date, for telecopy or (iii) on the date delivered for personal delivery.

18. MISCELLANEOUS PROVISIONS. This Agreement supersedes any and all other access agreements, either oral or written, between the parties hereto, other than any grant of easement entered into by the parties concurrently with this Agreement. This Agreement (and any such grant of easement) contains the entire agreement between Owner and Company and may not be amended except by an agreement in writing signed by the parties. Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement will be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

19. SURVIVAL. The termination or expiration of this Agreement will not impair either party's then accrued rights, obligations or remedies. The terms and conditions of sections 1, 5, 7, 8, 10, 11, 12, 14, 15, 18, and 19 herein shall survive expiration or termination of this Agreement.

20. ADDENDA. The parties may execute certain Addenda, including but not limited to a Pre-Wire Installation Addendum, a Bulk Rate Addendum and/or a Customer Equipment Recovery Addendum. Upon execution, any such Addenda will become a part of this Agreement.

THE PARTIES HAVE EXECUTED THIS AGREEMENT BY THEIR DULY AUTHORIZED REPRESENTATIVES.

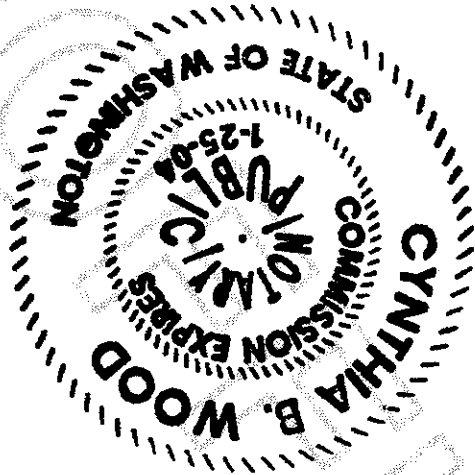
OWNER/AUTHORIZED AGENT:

COMPANY

TCI Cablevision of Washington, Inc.
22025 20th DE SE
BETHESDA WA 98021
By: *[Signature]*

Authorized Agent *[Signature]* Date *6.2.00*

By: *[Signature]*
Signature *R. J. Velle*
Print Name *R. J. Velle*
Its: *Owner*
Date *2/15/00*



200012070010
Skiagit County Auditor
12/7/2000 Page 5 of 12 10:36:27AM

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

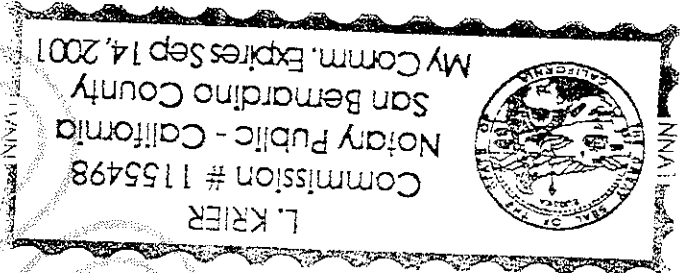
County of Riverside

On February 15, 2000 before me, L. Krier, personally appeared R.J. Velling,

proved to me on the basis of satisfactory evidence to be the person whose name is

subscribed to the within instrument and
acknowledged to me that he executed the same in
his authorized capacity, and that by his signature
on the instrument the person, or the entity upon
behalf of which the person acted, executed the
instrument.

WITNESS my hand and official seal.



OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Document

Title or Type of Document: MDU Service Agreement

Document Date: Feb 15, 2000

Number of Pages: 4

Signer(s) Other Than Named Above:

200012070010
Skagit County Auditor
12/7/2000 Page 6 of 12 10:36:27AM

EXHIBIT A

To
MDU Service Agreement
Dated
February 15, 2000
between
TCI Cablevision of Washington, Inc.
and
R.J. Velling - Parkwood Mobile

Legal Description

PTN SE 1/4 NW 1/4 BEG ON N LI OF RD ALG S LI OF
SUB 424.76 FT W SE SE C TH N 1190 FT TTH E
LI OF SE 1/4 NW 1/4 TH S TAP W3 OFT N OF
N LI OF CO RD TTH W 150 FT TH S 630 FT TTH W
TFF.

Parcel # P39588

A-1



12/7/2000 Page 7 of 12 10:36:27AM
Skagit County Auditor

Attn: Business Services Group
TCI Cablevision of Washington, Inc.
240 NE Kettle St.
Oak Harbor, WA 98277
360-675-9078

Intranet Rev. 9-15-99

AGREEMENT FOR GRANT OF EASEMENT

BSG-NW - GOE
All Services 9/22/99

Property Owner	Property	54 Units
Name: Roy Velling	Complex Name: PARKWOOD MOBILE	
Address: 75-681 Camino de Plata	Address: 2445 Wicker Rd	
City, State, Zip: Indian Wells, CA 92210	City, State, Zip: Sedro Woolley, WA 98284	
Contact Person: Roy Velling	Contact Person: Roy Velling	
Telephone: 760-776-5664	Telephone:	
Fax:	Fax:	

THIS AGREEMENT ("Agreement") dated as of February 15, 2000 is made and entered into by and between TCI Cablevision of Washington, Inc., 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 R.J. Velling ("Owner"), which owns or has control over certain real estate and improvements commonly known as the Parkwood Mobile located at 2245 Wicker Rd, Sedro Woolley, Washington, and legally described on Exhibit A ("Premises"), consisting of 54 units plus any units added or constructed in the future.

In Section 19, Township 25N, Range 5E, Parcel or Tax Account Number(s): 439583 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.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner hereby grants and conveys to AT&T, its successors and assigns, a non-exclusive Easement (subject to Paragraph 5 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

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.

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 (the "Initial Term") and will automatically renew for successive month to month terms until another agreement can be agreed upon.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

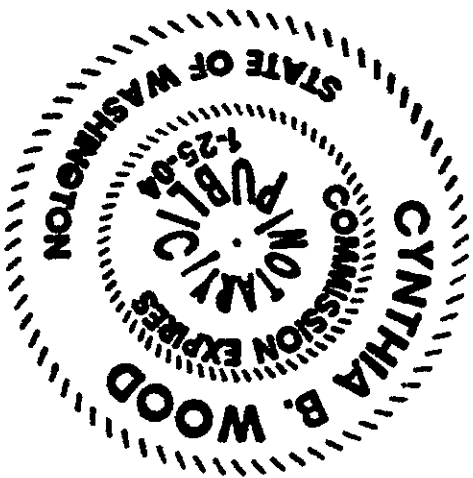


OWNER/AUTHORIZED AGENT:

COMPANY:

By: Mulligan 6.2.00
22015 30th Drive SE
Bothell, WA 98021
Date

Authorized Agent



By: R. Velling
Signature R. Velling
Print Name R. J. Velling
Its: Owner
(Title)
Date 2/15/00

NOTARIZATION OF OWNER/AUTHORIZED AGENT SIGNATURE

STATE OF WASHINGTON
)
SS.)
COUNTY OF KING

On this 2 day of JUNE, 2000, before me, a Notary Public in and for the State of WASHINGTON, personally appeared MICHAEL RYAN 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.

Cynthia B. Wood

Notary Public

My Commission Expires: 1.25.04

See attached case



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of California

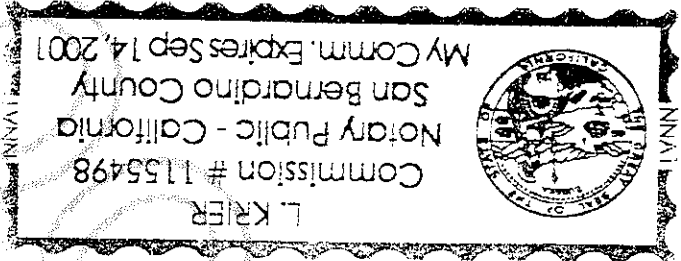
County of Riverside

On February 15, 2000 before me, L. Krier, personally appeared R.J. Velling,

proved to me on the basis of satisfactory evidence to be the person whose name is

subscribed to the within instrument and
acknowledged to me that he executed the same in
his authorized capacity, and that by his signature
on the instrument the person, or the entity upon
behalf of which the person acted, executed the
instrument.

WITNESS my hand and official seal.



-----OPTIONAL-----

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Document

Title or Type of Document: Agreement for Grant of Easement

Document Date: Feb 15, 2000

Number of Pages: 3

Signer(s) Other Than Named Above:



200012070010
Skagit County Auditor

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 February 15, 2000, by and between TCI Cablevision of Washington, Inc. ("AT&T"), and R.J. Velling ("Owner").

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

PTN SE 1/4 NW 1/4 BEG ON N LI OF RD H9
S LI OF SUB 424.76 FT W OF SE C TH N
1190 ± TH E TO E LI OF SE 1/4 NW 1/4 TH S
THP 63.0 FT N OF N LI OF CO RD TH W 150 FT
TH S 630 FT TH W T95.

A-1

