

Return Name and Address:
AT&T Cable Services
ATTN: Elizabeth Caudillo
400 Sequoia Dr
Bellingham WA 98226



200201280018
Skagit County Auditor
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Please print or type information

Document Title(s)

1. Grant of Easement—Manus Apts

Grantor(s)

1. Evelyn F Messer

Grantee(s)

TCI Cablevision of Washington Inc

Legal Description (abbreviated: i.e. lot, block, plat OR section, township, range, qtr.),
Lots 1 and 2, Block 72, Plat Subdivision, Anacortes



Additional legal is on page 4 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
P55376



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.

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Attn: Business Services Group
AT&T Broadband
400 Sequoia Drive
Bellingham, WA. 98226
360-527-8310

Easement
SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

JAN 25 2002

EXHIBIT A
MDU BROADBAND SERVICES AGREEMENT
GRANT OF EASEMENT

Amount Paid *5*
By *dy* Skagit Co. Treasurer
Deputy

THIS GRANT OF EASEMENT ("Easement") dated October 1, 2001, is made pursuant to that certain MDU Broadband Services Agreement dated October 1, 2001, by **EVELYNE F. MESSER**, ("GRANTOR"), the fee owner of certain real property located in Skagit County, Washington, and commonly known as **MANUS APARTMENTS** and located at **1201, 1203 4th St., Anacortes, Washington** (the "Premises"), the legal description of which is attached hereto as Addendum "A" and incorporated herein by this reference as though fully set forth, to **TCI Cablevision of Washington, Inc.**, ("GRANTEE") for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged.

A. GRANT OF EASEMENT AND ACCESS RIGHTS. GRANTOR, on behalf of itself, its successors and assigns, hereby grants and conveys to GRANTEE, its successors and assigns, a non-exclusive Easement in gross on, over, under, within, and through the Premises (both land and improvements) as necessary or desirable for: (i) the routing and installation of, in accordance with mutually approved plans, the Facilities (as defined in the MDU Broadband Service Agreement), (ii) the maintenance, service, use, removal and operation of such Facilities, and (iii) the marketing and provision of the Services to the Residents of the Premises, together with rights of access, ingress and egress on and over the Premises as necessary for the use and enjoyment of the Easement herein granted. In addition, GRANTEE shall have the right to construct and install (in accordance with the Plans as set forth below) and use any cabling, wiring, (including home-run cable wiring and telephony inside wiring), power supplies, risers, conduits, distribution wiring and facilities, cross-connect facilities and/or distribution frames, and any rights of way and entrance facilities within and into the Premises and all buildings thereon, as necessary or useful, or which may become necessary or useful, for the provision of Services to the Residents, whether owned, installed, controlled or maintained by GRANTEE or not. GRANTOR hereby also grants GRANTEE the right to install on the roof of any building on the Premises an antenna or other equipment, as necessary or desirable for the provision of Services to the Residents, together with any wiring or cabling from the antenna to the rest of the Facilities. GRANTOR agrees that GRANTEE may from time to time enter into various agreements or arrangements with its approved assignees, designees, agents or authorized vendors (collectively, "Agents") and access to the Premises granted by GRANTOR pursuant to this Section will extend to such Agents. GRANTOR will provide GRANTEE's employees and Agents access to necessary portions of the Premises not readily accessible upon reasonable notice to perform installation and maintenance functions. In the event of an outage or other emergency, GRANTOR will provide access to necessary portions of the Premises twenty-four (24) hours a day, seven (7) days a week so that GRANTEE may perform emergency repairs. GRANTEE will be allowed access to a residential unit by GRANTOR only with the Resident present. 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 GRANTOR, and each and every subsequent owner thereof, for the Term of this Agreement.

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**AT&T BROADBAND
400 SEQUOIA DR.
BELLINGHAM, WA 98226**

B. TERM OF EASEMENT. This easement shall commence on the date appearing in the first paragraph hereof and shall continue for an initial period of fifteen (15) years. Thereafter, this easement shall be automatically renewed for consecutive terms of five (5) years each, unless otherwise terminated by the parties as set forth in the Agreement.

The notice of termination of the easement will be deemed to have been properly given, served and received only as follows: (i) if delivered by messenger, when delivered (ii) if delivered by a reputable overnight express courier, freight prepaid, when delivered or (iii) if mailed by deposit in the United States Mail, certified or registered, postage prepaid, return receipt requested, when received or refused.

C. WARRANTIES. GRANTOR and the individual(s) signing for GRANTOR, represents and warrants that he/she/it has full power and authority to execute this Grant of Easement, and that any and all necessary corporate and/or partnership action authorizing same has been taken.

EXECUTED on this 3 day of August, 2001.

Grantor: EVELYNE F. MESSER

By: Evelyn F. Messer
Name: _____
(Print or type)
Title: Owner

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 3 day of August, 2001, before me, a Notary Public in and for the State of WASHINGTON personally appeared Evelyn Messer to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that 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.

SEAL



Notary Public: Deanna M. Hope

My Commission Expires: August 3, 2004



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AT&T BROADBAND
400 SEQUOIA DR.
BELLINGHAM, WA 98226

MDU BROADBAND SERVICES AGREEMENT
Addendum A
LEGAL DESCRIPTION OF PREMISES

RANGE, TOWNSHIP, SECTION: R 01E, T 35N, S 03

Parcel or Tax Account Number(s): APN P55376

ANACORTES , LOTS 1 AND 2 , BLOCK 72

Plat Name: Subdivision, Anacortes



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