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Skagit County Auditor

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

Please print or type information

Document Title(s)

1. Grant of Easement—Cove @ Fidalgo Bay Condos

Grantor(s)

1. Cove @ Fidalgo Bay Condos LLC

Grantee(s)

TCI Cablevision of Washington Inc

Legal Description (abbreviated: i.e. lot, block, plat OR section, township, range, qtr.),

Lot 5 & 6, Block 13, of plat No. 11 of

☒ Anacortes Tidelands

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☐ P33037

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. 98227
360-527-8311

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

FEB 14 2002

Amount Paid \$ 0 MDU BROADBAND SERVICES AGREEMENT
Skagit Co. Treasurer Exhibit B
By Deputy GRANT OF EASEMENT

THIS GRANT OF EASEMENT ("Easement") dated December 1, 2001, is made pursuant to that certain MDU Broadband Services Agreement dated December 1, 2001, by COVE @ FIDALGO BAY, LLC., ("GRANTOR"), the fee owner of certain real property located in Skagit County, Washington, and commonly known as COVE @ FIDALGO BAY CONDOMINIUMS and located at 4501 Fidalgo Bay Rd., Anacortes, Washington (the "Premises"), the legal description of which is attached hereto as Exhibit "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 Premises other equipment, as necessary or desirable for the provision of Services to the Residents, together with any wiring or cabling 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.

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

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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 23RD day of November, 2001.

Grantor: COVE @ FIDALGO BAY, LLC.

By: [Signature]

Name: Ken Knight

(Print or type)

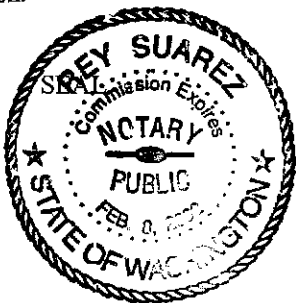
Title: MANAGEMENT MEMBER

STATE OF WASHINGTON)

COUNTY OF SKAGIT) ss.

On this 23 day of November, 2001, before me, a Notary Public in and for the State of WASHINGTON personally appeared KEN KNIGHT 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.



Notary Public: [Signature]

My Commission Expires: 2/8/2002



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MDU BROADBAND SERVICES AGREEMENT
Exhibit A
LEGAL DESCRIPTION OF PREMISES

PARCEL "B":

Tract "B" as shown on Surveys recorded August 26, 1976 and December 14, 1976 as Auditor's File Nos. 841569 and 847463, in Volume 2 of Surveys, pages 1 and 18, respectively, EXCEPT that portion if any lying within that certain tract conveyed to Seattle and Northern Railway Company by Deed recorded January 10, 1890, in Volume 9 of Deeds, page 278, ALSO EXCEPT that portion, if any, lying within that certain tract of land conveyed by Great Northern Railway Company by Deed recorded November 13, 1953, under Auditor's File No. 495092.

TOGETHER WITH a non-exclusive easement for ingress and egress by a motor vehicle and other vehicles and by persons on foot over, across and upon the Southeasterly 98 feet of the 35 foot utility easement of Tract "A" as designated in the Surveys referred to above.

All of the above being a portion of Government Lot 5 of Section 30, Township 35 North, Range 2 East W.M., and of Tract 13, Plate No. 11 of Anacortes Tidelands.

PARCEL "C":

Tract "C" as shown on Surveys recorded August 26, 1976 and December 14, 1976, as Auditor's File Nos. 841569 and 847463, in Volume 2 of Surveys, pages 1 and 18, respectively, EXCEPT that portion, if any, lying within that certain tract conveyed to Seattle and Northern Railway Company by Deed recorded January 10, 1890, in Volume 9 of Deeds, page 278, ALSO EXCEPT that portion, if any, lying within that certain tract of land conveyed to Great Northern Railway Company, by Deed recorded November 13, 1953, under Auditor's File No. 495092.

TOGETHER WITH a non-exclusive easement for ingress and egress by a motor vehicle and other vehicles and by persons on foot, over, across and upon both the Southeasterly 98 feet of the 35 foot utility easement of Tract "A" and the 35 foot utility easement on Tract "B", all as designated in the Surveys referred to above.

All of the above being a portion of Government Lot 5 of Section 30, Township 35 North, Range 2 East W.M., and of Tract 13, Plate No. 11 of Anacortes Tidelands.

PARCEL "D":

Tract "D" as shown on Survey recorded December 14, 1976 as Auditor's File No. 847463, in Volume 2 of Surveys, page 18, EXCEPT that portion, if any, lying within that certain tract conveyed to Seattle and Northern Railway Company by Deed recorded January 10, 1890, in Volume 9 of Deeds, page 278, ALSO EXCEPT that portion, if any, lying within that certain tract of land conveyed to Great Northern Railway Company by Deed recorded November 13, 1953, under Auditor's File No. 495092.

TOGETHER WITH a non-exclusive easement for ingress and egress by motor vehicles and other vehicles and by persons on foot over, across and upon the Southeasterly 98 feet of the 35 foot utility easement of Tract "A" designated in the Survey referred to above and over and across and upon the 35 foot utility easement of Tracts "B" and "C" designated in the Survey referred to above.

All of the above being a portion of Government Lot 5 of Section 30 and of Government Lot 6 of Section 31, of Town 2 East W.M., and a portion of Tract 13, Plate Tidelands.



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