

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



200305140133

Skagit County Auditor

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Please print or type information

**Document Title(s)**

1. Grant of Easement—Salem Village II Condominiums

**Grantor(s)**

1. Salem Village Corporation

**Grantee(s)**

TCI Cablevision of Washington, Inc

**Legal Description** (abbreviated: i.e. lot, block, plat OR section, township, range, qtr.),  
R 04E, T 34N, S 8

☐

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**

340408 013 0200 (R111843), 340408 013 0400 (R111213)

☐

Additional parcel numbers on page 4 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.

No monetary compensation was received for easement

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

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

**EXHIBIT A**  
**MDU BROADBAND SERVICES AGREEMENT**  
**GRANT OF EASEMENT**

THIS GRANT OF EASEMENT ("Easement") dated September 1, 2002, is made pursuant to that certain MDU Broadband Services Agreement dated September 1, 2002, by **SALEM VILLAGE CORPORATION**, ("GRANTOR"), the fee owner of certain real property located in Skagit County, Washington, and commonly known as **SALEM VILLAGE II CONDOMINIUMS** and located at **2601-2617 N. LaVenture, Mt. Vernon, 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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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 26<sup>th</sup> day of Aug, 2002

Grantor: SALEM VILLAGE CORPORATION

By: Richard A. Anderson

Name: Richard A Anderson

(Print or type)

Title: President

SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

STATE OF WASHINGTON )

COUNTY OF SKAGIT ) ss.

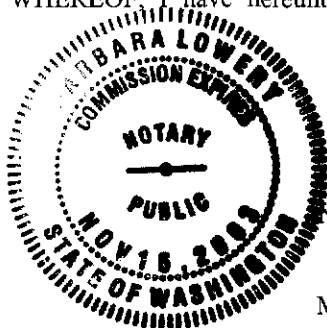
MAY 14 2003

Amount Paid \$  
Skagit Co. Treasurer  
By Deputy

On this 26<sup>th</sup> day of August, 2002, before me, a Notary Public in and for the State of WASHINGTON personally appeared RICHARD A ANDERSON 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: Barbara Lowery

My Commission Expires: 11-15-2003



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Skagit County Auditor

UNOFFICIAL DOCUMENT



**MDU BROADBAND SERVICES AGREEMENT**  
**Addendum A**  
**LEGAL DESCRIPTION OF PREMISES**

RANGE, TOWNSHIP, SECTION: R 04E, T 34N, S 8

Parcel or Tax Account Number(s): 340408 013 0200 (R111843), 340408 013 0400 (R111213)

ATTACHED; LEGAL DESCRIPTION

Plat Name: \_\_\_\_\_

LOT 3 OF MOUNT VERNON SHORT PLAT NO. MV-8-94, APPROVED JULY 1, 1997 AND RECORDED JULY 1, 1997 UNDER AUDITOR'S FILE NO. 9707010107 IN VOLUME 13 OF SHORT PLATS, PAGE 18, RECORDS OF SKAGIT COUNTY, WASHINGTON; EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 0 DEGREES 11' 21" WEST ALONG THE WEST LINE OF SAID LOT 2, ALSO BEING THE EAST LINE OF SAID LOT 3, A DISTANCE OF 229.71 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 87 DEGREES 57' 29" WEST, ALONG THE NORTH LINE OF A 60 FOOT WIDE UTILITY AND ACCESS EASEMENT AS SHOWN ON SAID SHORT PLAT, 53.64 FEET; THENCE NORTH 0 DEGREES 11' 21" EAST 64.17 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 88.00; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 21 DEGREES 40' 05", AN ARC DISTANCE OF 33.28 FEET; THENCE NORTH 21 DEGREES 51' 26" EAST, 117.03 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE WEST, THROUGH A CENTRAL ANGLE OF 21 DEGREES 40' 05", AN ARC DISTANCE OF 18.91 FEET; THENCE NORTH 0 DEGREES 11' 21" EAST, 4.11 FEET TO A POINT WHICH LIES NORTH 87 DEGREES 57' 29" WEST FROM SAID NORTHWEST CORNER OF LOT 2; THENCE SOUTH 87 DEGREES 57' 29" EAST, 0.64 FEET TO THE POINT OF BEGINNING.

SITUATED IN THE STATE OF WASHINGTON, COUNTY OF SKAGIT

The Real Property or its address is commonly known as 26254 N LAVENTURE ROAD, MOUNT VERNON, WA 98273. The Real Property tax identification number is 340408-0-013-0200 R111843 AND 340408-0-013-0400 R112213.



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