

Return Name and Address:
AT&T Broadband
ATTN: Business Services Group
400 Sequoia Dr.
Bellingham, WA. 98226
360-527-8310



200305230169

Skagit County Auditor

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Please print or type information

Document Title(s) 1. Memorandum of Easement— Windsor Apartments 2.
Grantor(s) 1. DELAHUNT FAMILY LIMITED PARTNERSHIP 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.) R 04E, T 34N, S 7 <input type="checkbox"/> Additional legal is on page <u>4</u> of document.
Reference Number(s) (Auditor File Numbers) of Documents assigned or released: <input type="checkbox"/> Additional numbers on page _____ of document.
Assessor's Property Tax Parcel/Account Number P 25808 <input type="checkbox"/> Property Tax Parcel ID is not yet assigned. <input type="checkbox"/> Additional parcel numbers on page _____ of document.

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX
MAY 23 2003
Amount Paid \$
Skagit Co. Treasurer
By *[Signature]* Deputy

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 Dr
Bellingham, WA 98226
360-527-8310

Exhibit B
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 **DELAHUNT FAMILY LIMITED PARTNERSHIP**, ("GRANTOR"), the fee owner of certain real property located in Skagit County, Washington, and commonly known as **Windsor Apartments** and located at **1701 Windsor Dr., Mount Vernon, 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.**, with offices located at **22025 30th Drive SE, Bothell, WA 98021-4444**, ("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 any building 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.

Revised 04/25/2002

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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 28 day of Aug, 2002

Grantor: DELAHUNT FAMILY LIMITED PARTNERSHIP

By: 

Name: John Whitney
(Print or type)

Title: Authorized Agent

STATE OF WASHINGTON)

) ss.

COUNTY OF SKAGIT)

On this 28th day of August, 2002, before me personally appeared John Whitney to me personally known, who being duly sworn, did say that he/she signed the foregoing instrument and that said instrument was signed and sealed on behalf of DELAHUNT FAMILY LIMITED PARTNERSHIP in his/her capacity as Authorized Agent, and acknowledged said instrument to be the free act and deed of John Whitney.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal in the County and State aforesaid, the day and year first above written.

SEAL

Notary Public: 

My Commission Expires: 10-1-02

PLEASE DO NOT WRITE IN THE MARGINS OF THE DOCUMENT. THE AUDITOR'S OFFICE WILL NOT RECORD THE DOCUMENT IF THERE IS ANY WRITING IN THE MARGINS.



GRANT OF EASEMENT
Exhibit A
LEGAL DESCRIPTION OF PREMISES

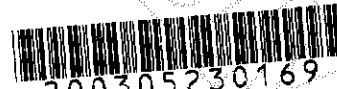
Windsor Apartments

Quarter, Quarter, Section, Township and Range: R 04E, T 34N, S 7

Parcel or Tax Account Number(s): P 25808

DK17 TH PTN OF SW1/4 NE1/4 DAF BAAP
ON S LN OF SW1/4 OF NE1/4 702.43 FT
FROM SW COR OF SUB DIV TH N 0 DE...

Plat Name: None Listed



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