

Return Name and Address:

Comcast

ATTN: Business Services Group

4020 Auburn Way N

Auburn, WA 98002

253-288-7472



201503160063

Skagit County Auditor

\$128.00

3/16/2015 Page

1 of

7 8:49AM

Please print or type information

<b>Document Title(s)</b>	
1. Grant of Easement— <b>Cascade Meadow Apartments</b>	
2.	48E3
<b>Grantor(s)</b>	
1. <b>VIRTU CASCADE MEADOWS OWNER, LLC.</b>	
2.	
<b>Grantee(s)</b>	
1. <b>COMCAST OF WASHINGTON TV, INC.</b>	
2.	
<b>Legal Description</b> (abbreviated: i.e. lot, block, plat OR section, township, range, qtr.)	
<b>R: 04E T: 26N S: 05</b>	
<input checked="" type="checkbox"/> Additional legal is on page <u>5</u> of document.	
<b>Assessor's Property Tax Parcel/Account Number</b>	
<b>P126759 – P126863</b>	
<input type="checkbox"/> Property Tax Parcel ID is not yet assigned.	
<input type="checkbox"/> Additional parcel numbers on page _____ of document.	
<input checked="" type="checkbox"/> NO MONITARY COMPENSATION PROVIDED FOR EASEMENT.	

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.

I, Shannon Nooterboom per Jean Wright's approval, am hereby requesting an emergency non-standard recording for an additional fee provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document. Recording fee is \$72.00 for the first page, \$1.00 per page thereafter per document. In addition to the standard fee, an emergency recording fee of \$50.00 is assessed. This statement is to become part of the recorded document.

Signed

Dated

3-4-15

(SPACE ABOVE FOR RECORDER'S USE)

### GRANT OF EASEMENT

This Grant of Easement (the "Easement") is dated this 1<sup>st</sup> day of August, 2013, by and between Comcast of Washington IV, Inc., its successors and assigns, hereinafter referred to as "Grantee" or "Comcast" and VIRTU-CASCADE MEADOWS OWNER, LLC, a Delaware limited liability company hereinafter referred to as "Grantor" or "Owner".

Grantor and Grantee are parties to a Service Agreement of equal date herewith (the "Agreement") pursuant to which Grantee provides certain Services (as defined in the Agreement) to the Property described below.

In consideration of One Dollar (\$1.00), Grantor, owner of the Property described below, hereby grants and conveys to Grantee, its successors and permitted assigns, a non-exclusive easement and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time during the term of this easement a broadband communications system (hereinafter referred to as the "Company Wiring" as more specifically defined in the Agreement) at that certain real property (the "Property") located in the County of Skagit, State of Washington, described as follows:

LEGAL DESCRIPTION:  
(See Attachment A)

Grantor agrees for itself and their heirs and assigns that the Company Wiring on the Property shall be and remain the personal property of the Grantee during the term of the Agreement and may not be altered, obstructed or removed without the express written consent of the Grantee except as set forth in the Agreement. Following the expiration or earlier termination of the Agreement, the disposition and removal of the Company Wiring shall be subject to the terms and conditions of the Agreement.

The parameters of the easement granted to Grantee are limited to only those areas of the Property occupied by the Company Wiring; provided that Grantee shall have reasonable rights of ingress and egress to the easement and other areas of the Property for the purpose of fulfilling its obligations under the Agreement.

Except in connection with an assignment of the Agreement per its terms and conditions or as otherwise set forth in the Agreement, Grantee may not otherwise assign or apportion or share the easement without Grantor's prior written consent at Grantor's sole discretion. This easement hereby replaces and supersedes any and all prior easements, memoranda of agreement or other

recorded encumbrances between the parties (and/or their predecessor(s) in interest) with respect to the Property, all of which are hereby released of record.

This easement automatically terminates upon the expiration (and non-renewal) or any earlier termination of the Agreement. Following the termination of this easement, the Grantee shall have a right to gain access to the Property for an additional ninety (90) day period for the purpose of exercising its removal rights as set forth in the Agreement; provided however that the Company will not be required to remove or abandon any facilities from the Property and the ninety (90) day removal period will be tolled if, and for as long as, Grantee has a right under applicable law to continue to provide any or all of the Service(s) to residents of the Property after the termination of this easement without first obtaining Grantor's consent.

Executed this 1st day of August, 2013.


**GRANTOR:**

VIRTU CASCADE MEADOWS OWNER, LLC,  
a Delaware limited liability partnership

By: VIRTU INVESTMENTS MULTIFAMILY OPPORTUNITY FUND-II, LP,  
a Delaware limited partnership,  
its Manager

By: VIRTU FUND MANAGEMENT II, LLC,  
a California limited liability company,  
its General Partner

By: VIRTU INVESTMENTS, LLC.,  
an Arizona limited liability company,  
Its Manager

By:   
Name: Scott McWhorter  
Title: Manager


SKAGIT COUNTY WASHINGTON  
REAL ESTATE EXCISE TAX

MAR 04 2015

Amount Paid \$  
Skagit Co. Treasurer  
By  Deputy

**GRANTEE:**

Comcast of Washington IV, Inc.

By:   
Name: Steve Bouchard  
Title: SVP, Marketing and Sales

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of MARIN

On 07.30.2013 before me, EVAN TIMMEL NOTARY PUBLIC

(Here insert name and title of the officer)

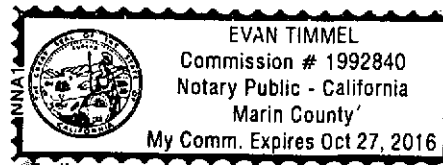
personally appeared Scott Michael McWhorter

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Evan Timmel  
Signature of Notary Public



(Notary Seal)

## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Grant of Easement

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

(Additional information)

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other \_\_\_\_\_

## ACKNOWLEDGEMENT

State of Colorado  
County of Arapahoe

On 7 August 2013 before me,  
Regina Cunningham, Notary Public

(here insert name and title of the officer)

Personally appeared Steve Bouchard, SVP Marketing & Sales for Comcast of Washington IV, Inc.

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Colorado that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  
(Seal)

*Regina M Cunningham*

REGINA M CUNNINGHAM  
NOTARY PUBLIC  
STATE OF COLORADO

My Commission Expires 5/20/2016

Exhibit "A"

The land referred to herein is situated in the County of Skagit, State of Washington, and is described as follows:

Parcel "A":

Lot 5, of Binding Site Plan No. 2-95, of Cascade Place/Cascade Meadows, approved January 18, 1996, recorded January 18, 1996, in Volume 12 of Short Plats, Pages 66, 67 and 68, under Auditor's File No. 9601180033, records of Skagit County, Washington, being a portion of the Southwest 1/4 of the Southwest 1/4 of Section 5, Township 34 North, Range 4 East, W.M.

TOGETHER WITH that portion of Parcel 4, located in the Binding Site Plan of Cascade Place/Cascade Meadows, as approved October 26, 1995, and recorded January 18, 1996, in Volume 12 of Plats, on Pages 66 to 68, under Auditor's File No. 9601180033, records of Skagit County, Washington, being a portion of the Southwest 1/4 of the Southwest 1/4 of Section 5, Township 34 North, Range 4 East, W.M., described as follows:

Commencing at the most Northwesterly corner of said Parcel 4; thence South 89 degrees 26' 22" East along the South line of Parcel 9 of said Binding Site Plan, a distance of 24.80 feet to the true point of beginning; thence continue South 89 degrees 28' 22" East, a distance of 26.64 feet to the West line of Parcel 5, of said Binding Site Plan; thence South 0 degrees 37' 19" East along the West line thereof, a distance of 9.02 feet to an angle point in the Northerly line of said Parcel 4; thence North 70 degrees 53' 23" West, a distance of 28.29 feet to the true point of beginning.

ALSO TOGETHER WITH that portion of Parcel 9, located in the Binding Site Plan of Cascade Place/Cascade Meadows, as approved October 26, 1995, and recorded January 18, 1996, in Volume 12 of Plats on Pages 66 to 68, under Auditor's File No. 9601180033, records of Skagit County, Washington, being a portion of the Southwest 1/4 of the Southwest 1/4 of Section 5, Township 34 North, Range 4 East, W.M., described as follows:



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Skagit County Auditor

continued Exhibit "A"

Commencing at the most Northwesterly corner of Parcel 4, of said Binding Site Plan; thence South 89 degrees 28' 22" East along the South line of Parcel 9, in said Binding Site Plan, a distance of 24.80 feet to the true point of beginning; thence Northerly and Northeasterly along a non-tangent curve concave to the Northwest whose radius point bears North 62 degrees 25' 53" West, a distance of 55.00 feet through a central angle of 27 degrees 02' 29", an arc distance of 25.96 feet to the North line of said Parcel 9; thence South 89 degrees 28' 22" East along the North line thereof, a distance of 20.12 feet to the Northeast corner of said Parcel 9; thence South 0 degrees 37' 19" East, a distance of 25.01 feet to the Southeast corner of said Parcel 9; thence North 89 degrees 28' 22" West, a distance of 26.64 feet to the true point of beginning.

Parcel "B":

Lot 6, of Binding Site Plan No. 2-95, of Cascade Place/Cascade Meadows, approved January 18, 1996, recorded January 18, 1996, in Volume 12 of Short Plats, Pages 66, 67 and 68, under Auditor's File No. 9601180033, records of Skagit County, Washington, being a portion of the Southwest 1/4 of the Southwest 1/4 of Section 5, Township 34 North, Range 4 East, W.M.



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Skagit County Auditor