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

200208080007
Skagit County Auditor
8/8/2002 Page 1 of 5 9:01AM

Please print or type information

Document Title(s)

1. Grant of Easement—Cedar Grove

Grantor(s)
1. King County Housing Authority

Grantee(s)
TCI Cablevision of Washington, Inc

Legal Description (abbreviated: i.e. lot, block, plat OR section, township, range, qtr.),
Lot 19+20 Blk 14
☒ Plat of the town of Sedro
Additional legal is on page 4 of document.

Reference Number(s) (Auditor File Numbers) of Documents assigned or released:
Unrecorded

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

☐ Additional numbers on page ——— of document.

Assessor's Property Tax Parcel/Account Number

AUG 07 2002

☒ P77075

Amount Paid $ 0
Skagit Co. Treasurer
By fp Deputy

Additional parcel numbers on page 4 of document.

Th e 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.

Attn: Teresa Ensley
TCI Cablevision of Washington, Inc.
14870 NE 95th Street
Redmond, WA 98052
(425) 497-5139

AGREEMENT FOR GRANT OF EASEMENT

Intranet Rev. 9-15-99

BSG-NW - GOE
All Services 9/22/99

Property Owner		**Property**	**20 Units**
Name:	**King County Housing Authority**	Complex Name:	**CEDAR GROVE**
Address:	15455 – 65th Ave S	Address:	802 11th Street
City, State, Zip:	Seattle, WA 98178	City, State, Zip:	Sedro-Woolley, WA 98284
Contact Person:	Asset Manager	Contact Person:	
Telephone:	(206) 244-7750	Telephone:	
Fax:		Fax:	

THIS AGREEMENT ("Agreement") dated as of March 31, 2000 is made and entered into by and between **TCI Cablevision of Washington, Inc.**, on behalf of itself and any entity controlling, controlled by or under common control with AT&T Corp. (hereinafter in the aggregate referred to as "AT&T"), and **King County Housing Authority** ("Owner"), which owns or has control over certain real estate and improvements commonly known as the **Cedar Grove** located at 802 11th Street, Sedro-Woolley, **WA**, and legally described on Exhibit A ("Premises"), consisting of **20** units plus any units added or constructed in the future.

In Quarter ___, Section ___, Township ___, Range ___, Parcel or Tax Account Number(s): _____.
A legal description of the Premises is attached hereto as Exhibit A.

Owner and AT&T desire to provide for AT&T's access to the Premises in order to install the equipment, on the terms and conditions provided herein, necessary to provide various services ("Services") to the residents of the Premises. Such Services shall include, but not be limited to, local, intraLATA toll (or local toll), long distance, high-speed data, video/cable television (provided pursuant to any applicable agreements specifically relating to such video/cable television services) and other lawful services upon Owner's consent and applications that AT&T may provide now or in the future. **Provisioning of Services will be in accordance with all applicable FCC regulations.** Therefore, in consideration of the mutual covenants made by the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **GRANT OF EASEMENT AND RIGHTS**. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Owner hereby grants and conveys to AT&T, its successors and assigns, a non-exclusive Easement (subject to Paragraph 5 below) on, over, under, within, and through the Premises as necessary or desirable for the routing, installation, maintenance, service and operation of the Equipment (as hereinafter defined), and the marketing and provision of the Services, together with rights of ingress and egress on and over the Premises as necessary for the use and enjoyment of the Easement herein granted. Owner agrees that AT&T may from time to time enter into various agreements or arrangements with its approved designees, agents or authorized vendors (collectively, "Agents") and access to the Premises granted by Owner pursuant to this Section will extend to such Agents. After the Equipment has been installed for the provision of Services, Owner will provide AT&T's employees

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and Agents access to necessary portions of the Premises upon reasonable notice to perform installation and maintenance functions. In the event of an outage or other emergency, Owner will provide access to necessary portions of the Premises twenty-four (24) hours a day, seven (7) days a week so that AT&T may perform emergency repairs. AT&T will be allowed access to a residential unit by Owner only with the prior consent of the resident. In addition to the other rights granted by Owner hereunder, upon termination of this Agreement, Owner hereby grants to AT&T the right to enter the Premises in order to remove the Equipment from the Premises if AT&T so desires.

2. **TERM**. This Agreement will be effective on the date hereof and will continue for so long as AT&T may lawfully provide the Services, not to exceed fifteen (15) years (the "Initial Term") and will automatically renew for successive terms of 6 months) (each a "Renewal Term"), unless either party gives the other written notice at least six months prior to the end of the Initial Term or then-effective Renewal Term. 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 Owner, and each and every subsequent owner, thereof for the Term of the Easement. **This Initial Term shall expire on March 31, 2015.**

3. **OWNER'S PREMISES; INDEMNIFICATION**.

(a) AT&T will repair at its expense any damage to the Premises to the extent caused by AT&T, its employees, or the Agents. Except as otherwise set forth herein, AT&T will hold harmless and indemnify Owner from and against any and all losses or damages (including reasonable attorneys' fees) to the extent caused by AT&T's or its Agents' installation, maintenance, service, removal or operation of the Equipment, except to the extent of loss or damage arising from any negligent or intentional act or omission of Owner or its agents or employees, or any third party.

(b) AT&T, at Owner's reasonable expense, will repair any damage to the Equipment caused by Owner, its agents, or employees. Except as otherwise set forth herein, Owner will hold harmless and indemnify AT&T, its agents and employees, from and against any and all losses or damages (including reasonable attorneys' fees) arising from or with respect to any breach of this Easement or any negligent or intentional act or omission of Owner or its agents or employees.

4. **EQUIPMENT**. AT&T shall have the right to construct, install, own, maintain, use, operate, upgrade, repair, replace and remove such cabling, wiring, power supplies, risers, conduit, molding, network equipment, facilities and components associated therewith, and other equipment or facilities necessary for the provision of the Services ("Equipment"). Owner will have no obligation to service or maintain the Equipment. No Equipment installed by AT&T shall constitute a fixture of the Premises, but will at all times be owned by, and remain the property of AT&T, whether or not attached to or incorporated in the Premises. All such Equipment shall remain subject to AT&T's exclusive management and control, and unless otherwise required by law, neither Owner nor any resident of the Premises will have or obtain any right, title or interest therein. Owner will not, and will not permit any third party to, disturb, alter, move, attach to or use in any manner the Equipment or any portion thereof. Owner warrants that it has not granted and shall not grant to any other person or entity any easements or rights which could materially and adversely interfere with AT&T's use and operation of the Equipment. AT&T will have the right to use, and Owner agrees to assist AT&T in locating and accessing, the telephone/equipment room(s) and any already existing and available facilities, distribution and inside wiring, riser and conduit space and any rights of way, within and into the Premises, for delivery of the Services. AT&T shall have the right to construct, where necessary and at its sole cost, any additional distribution, riser and conduit facilities. Owner shall provide without charge adequate space and electricity for the Equipment. **Notwithstanding the foregoing, provisioning Services in the future that require excessive use of additional space or utility expense to house or power Equipment shall first require written consent of the Owner, which consent shall not be unreasonably withheld nor delayed.**

5. **SUCCESSORS TO BOTH PARTIES**. The benefits and obligations of this Agreement will inure to and be binding upon the successors, assigns, heirs, and personal representatives of AT&T and Owner during the Term hereof. Owner shall make the assumption of this Agreement a condition of any sale, transfer or assignment of the Premises. **Notwithstanding the foregoing, owner shall have the right to terminate this easement upon transfer of ownership.**

6. **TERMINATION**. This Agreement may be terminated prior to expiration of its term (a) by either party in the event of material breach of this Agreement after 30 days' written notice, unless the other party cures or commences to cure such breach during such 30-day period and diligently proceeds with such cure; or (b) by AT&T upon at least 60 days' written notice if AT&T is unable to continue distribution of any one or more of the Services due to any law, rule, regulation, judgment, contract with third party or other reason beyond the reasonable control of AT&T. **Notwithstanding any other provision of this Agreement, in no event will either party be liable to the other for incidental or consequential damages.** Upon termination of this

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Agreement, AT&T shall have an additional ninety (90) days to remove, transfer or sell part or all of the Equipment, in its sole discretion.

7. **AUTHORIZATIONS**. The person signing on behalf of Owner represents that he/she is the owner of the Premises or the authorized agent of the Owner, with full authority to bind Owner to the terms and conditions of this Agreement. Owner represents and warrants that he/she has not entered into any exclusive agreements for the provision of Services with any person or entity in regard to the Premises. This Agreement will not be binding upon AT&T until signed by an authorized representative of AT&T.

OWNER/AUTHORIZED AGENT:
KING COUNTY HOUSING AUTHORITY

By: _____
Signature

Stephen J. Norman
Print Name

Its: Executive Director
(Title)

March 31, 2000
Date

AT&T
TCI CABLEVISION OF WASHINGTON, INC.

By: _____ 7/30/02
Date

NOTARIZATION OF OWNER/AUTHORIZED AGENT SIGNATURE

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

On this 31 day of March, 2000, before me, a Notary Public in and for the State of Washington, personally appeared Stephen J. Norman as Executive Director to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged the 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

My Commission Expires: 6/9/03

ELMER DULAY NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES 6-9-03

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Exhibit A

AGREEMENT FOR GRANT OF EASEMENT

This Exhibit A is attached to and made a part of that certain Agreement for Grant of Easement dated March 31, 2000, by and between **TCI Cablevision of Washington, Inc.** ("AT&T"), and **King County Housing Authority** ("Owner").

IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON

(A) LOTS 19 AND 20, BLOCK 14, "PLAT OF THE TOWN OF SEDRO", ACCORDING TO THE PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 17, RECORDS OF SKAGIT COUNTY, WASHINGTON.

(B) THE WEST 25 FEET OF LOT 18, BLOCK 14, "PLAT OF THE TOWN OF SEDRO", ACCORDING TO THE PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 17, RECORDS OF SKAGIT COUNTY, WASHINGTON.

(C) LOTS 14, 15, 16, 17, AND 18, BLOCK 104, "PLAT OF THE TOWN OF SEDRO", ACCORDING TO THE PLAT RECORDED IN VOLUME 1 OF PLATS, PAGE 18, RECORDS OF SKAGIT COUNTY, WASHINGTON.

(D) THE WEST 123 FEET OF THE SOUTH 340 FEET OF THE FOLLOWING DESCRIBED TRACT:

THAT PORTION OF GOVERNMENT LOT 3, SECTION 19, TOWNSHIP 35 NORTH, RANGE 5 EAST, W.M., LYING SOUTH OF "GREENSTREET'S SECOND ADDITION TO SEDRO-WOOLLEY", ACCORDING TO THE PLAT RECORDED IN VOLUME 6 OF PLATS, PAGE 44, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND EASTERLY OF "OTTO GREENSTREET'S ADDITION TO SEDRO WOOLLEY", ACCORDING TO THE PLAT RECORDED IN VOLUME 6 OF PLATS, PAGE 18, RECORDS OF SKAGIT COUNTY, WASHINGTON, AND NORTHERLY OF STATE STREET.

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