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Skagit County Auditor
8/8/2002 Page 1 of 4 9:02AM

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—Garden View Apts
Grantor(s) 1. Timothy B White Properties
Grantee(s) TCI Cablevision of Washington, Inc
Legal Description (abbreviated: i.e. lot, block, plat OR section, township, range, qtr.), NW ¼ R 04E T34N S6 ☒ 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 P25253 ☐ 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.

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Attn: Business Services Group
AT&T Broadband
400 Sequoia Dr.
Bellingham, WA. 98225
360-527-8310

MDU BROADBAND SERVICES AGREEMENT
Exhibit B
GRANT OF EASEMENT

THIS GRANT OF EASEMENT ("Easement") dated May 1, 2002 , is made pursuant to that certain MDU Broadband Services Agreement dated May 1, 2002 , by **TIMOTHY B. WHITE PROPERTIES,** ("GRANTOR"), the fee owner of certain real property located in Skagit County, Washington, and commonly known as **Gardenview Apartments** and located at **1701 N 26th St., 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.,** ("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.

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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200208080010
Skagit County Auditor
8/8/2002 Page 2 of 4 9:02AM

UNOFFICIAL DOCUMENT

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 30 day of April, 2002.

Grantor: **TIMOTHY B. WHITE PROPERTIES**

By: _____

Name: Timothy White
(Print or type)

Title: PARTNER

STATE OF WASHINGTON)
) ss.
COUNTY OF SKAGIT)

On this 30 day of April, 2002, before me personally appeared ~~Timothy White~~ Julio Pimental 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 TIMOTHY B. WHITE PROPERTIES in his/her capacity as PARTNER, and acknowledged said instrument to be the free act and deed of ~~Timothy White~~ Julio Pimental.

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
State of Washington
GREG K. KAUFFMAN
My Appointment Expires June 19, 2004

Notary Public: _____

My Commission Expires: 6-19-2004

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

AUG 07 2002

Amount Paid $ 0
Skagit Co. Treasurer
By LP Deputy

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200208080010
Skagit County Auditor
8/8/2002 Page 3 of 4 9:02AM

UNOFFICIAL DOCUMENT

MDU BROADBAND SERVICES AGREEMENT
Exhibit A
LEGAL DESCRIPTION OF PREMISES

Gardenview Apartments

Quarter,Quarter,Section, Township and Range: R 04E, T 34N, S 6

Parcel or Tax Account Number(s): APN P 25253

PTN NW 1/4 SW 1-4 AKA TR 4

S/P#MV-18-81 AF38110160023 & LT 1

S/P#MV-10-84 AF#8408220013 & AL...

Plat Name: None Listed

200208080010
Skagit County Auditor
8/8/2002 Page 4 of 4 9:02AM

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