

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— Anaco Bay Inn
Grantor(s) 1. Tom Allen
Grantee(s) TCI Cablevision of Washington, Inc
Legal Description (abbreviated: i.e. lot, block, plat OR section, township, range, qtr.), Blk 2, Lots 17 to 20, Plat: Whitney;s 1 st addition to Anacortes <input type="checkbox"/> Additional legal is on page <u>4</u> of document.
Reference Number(s) (Auditor File Numbers) of Documents assigned or released: Unrecorded <input type="checkbox"/> Additional numbers on page _____ of document.
Assessor's Property Tax Parcel/Account Number P60604 <input type="checkbox"/> Additional parcel numbers on page <u>4</u> 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.

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

Attn: Business Services Group
AT&T Broadband
400 Sequoia Drive
Bellingham WA 98226
360.527.8310

AGREEMENT FOR GRANT OF EASEMENT

THIS AGREEMENT ("~~Agreement~~ ^{CABLEVISION}") dated as of May 1, 2001 is made and entered into by and between TCI of Washington, Inc on behalf of itself and any entity controlling, controlled by or under common control with AT&T Broadband. (hereinafter in the aggregate referred to as "AT&T Broadband"), and Anaco Rose, LLC Tom Allen, Sole Proprietor/Manager/Owner ("Owner"), which owns or has control over certain real estate and improvements commonly known as the Anaco Bay Inn located at 916 33rd Street and 904 33rd Street, Anacortes and legally described on Exhibit A ("Premises"), consisting of 23 units plus any units added or constructed in the future. Owner and AT&T Broadband desire to provide for AT&T Broadband'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, intra-LATA 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 and applications that AT&T Broadband may provide now or in the future. 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 Broadband, 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 Broadband 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 Broadband's employees 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 Broadband may perform emergency repairs. AT&T Broadband 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 Broadband the right to enter the Premises in order to remove the Equipment from the Premises if AT&T Broadband so desires.

2. **TERM.** This Agreement will be effective on the date hereof and will continue for so long as AT&T Broadband may lawfully provide the Services, not to exceed Ten (10) years from the date of this Agreement. 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.

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

(i) AT&T Broadband will repair at its expense any damage to the Premises to the extent caused by AT&T Broadband, its employees, or the Agents, normal wear and tear excepted. Except as otherwise set forth herein, AT&T Broadband 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 Broadband'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, any resident of the Premises, or any third party.

(ii) AT&T Broadband, at Owner's reasonable expense, will repair any damage to the Equipment caused by Owner, its agents, or employees, or any resident of the Premises. Except as otherwise set forth herein, Owner will hold harmless and indemnify AT&T Broadband, 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, or any resident of the Premises.

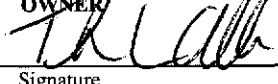
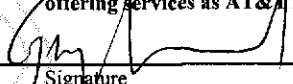


4. **EQUIPMENT.** AT&T Broadband shall have the right to construct, install, own, maintain, use, operate, upgrade, repair, replace and remove such cabling, wiring, power supplies, risers, conduit, molding, network equipment, facilities and components associated therewith, and other equipment or facilities 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 Broadband shall constitute a fixture of the Premises, but will at all times be owned by, and remain the property of AT&T Broadband, whether or not attached to or incorporated in the Premises. All such Equipment shall remain subject to AT&T Broadband'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 Broadband's use and operation of the Equipment. AT&T Broadband will have the right to use, and Owner agrees to assist AT&T Broadband 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, regardless of ownership, for delivery of the Services. AT&T Broadband 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.

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 Broadband 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.


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 Broadband upon at least 60 days' written notice if AT&T Broadband 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 Broadband. **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 Agreement, AT&T Broadband 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 Broadband until signed by an authorized representative of AT&T Broadband.

<p><i>ANACO ROSE, LLC</i> <u>Tom Allen, Sole Proprietor</u> OWNER/MANAGER OWNER  Signature Tom Allen Name (Typed or Printed) Owner Title PO Box 817 Street Address Anacortes WA 98221 City, State Zip Phone number</p>	<p><i>CABLEVISION</i> TCI of Washington, INC. offering services as AT&T BROADBAND  Signature GARY MAUSE Name (Typed or Printed) Authorized Agent Title 22025 30th DR SE Street Address Bothell WA 98021 City, State Zip 425 358 6000 Phone number</p>
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SKAGIT COUNTY WASHINGTON
 REAL ESTATE EXCISE TAX

JUL 03 2002

Amount Paid \$ 0
 Skagit Co. Treasurer
 By  Deputy



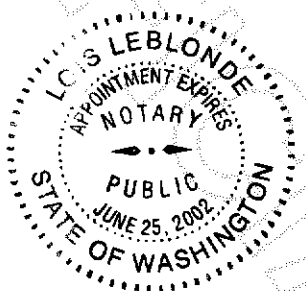
200207030012
 Skagit County Auditor

ACKNOWLEDGEMENTS

State of WA §
County of SKAGIT §

The foregoing instrument was acknowledged before me this 12 day of APRIL, by _____, of TCI of Washington an affiliate of AT&T Broadband Corp., on behalf of said corporation.

(Seal)



Lais LeBlonde
Notary Public, State of wa
My Commission Expires: 6-25-02

State of _____ §
County of _____ §

The foregoing instrument was acknowledged before me this _____ day of _____, by _____, the _____, of _____, a _____ corporation, on behalf of said _____.

(Seal)

Notary Public, State of _____
My Commission Expires: _____



200207030012
Skagit County Auditor

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Exhibit A

AGREEMENT FOR GRANT OF EASEMENT
Legal Description

This Exhibit A is attached to and made a part of that certain Agreement for Grant of Easement dated May 1, 2001 by and between AT&T Broadband and Tom Allen("Owner").

 1/4 of the 1/4 of Section , Township 35N , Range 03E
Parcel or Tax Account Number(s): P60604

Whitney's 1st addition to Anacortes, Block 2, Lots 17 to 20, except the west 20 feet of lot 17



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Skagit County Auditor

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