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KING COUNTY, WASHINGTON 98004

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TELEPHONE LINE COVENANTS AND EASEMENT AGREEMENT

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This TELEPHONE LINE COVENANTS AND EASEMENT AGREEMENT is made as of this 21 day of September, 1988 by and between THE PROVIDENCE POINT UMBRELLA ASSOCIATION, a Washington not-for-profit corporation ("Grantor") and PROCOMM ASSOCIATES, a Washington general partnership ("Grantee").

Grantee provides telephone service to the condominium regimes which constitute the membership of Grantor (collectively, the "Condominium Regimes"), and has provided such service for the past four (4) years. Grantor and Grantee wish to formalize Grantee's right to use the land owned by Grantor for Grantee's distribution system, and to set out certain other matters concerning such use.

SECTION 1. Grant of Easement; Termination.

Grantor for itself, its successors and assigns, does hereby grant, convey and warrant to Grantee, its successors and assigns, for the purposes and on the terms hereinafter set forth, an easement in gross on, under, across and over the property described in Exhibit A hereto (the "Property").

SECTION 2. Purpose; Restoration of the Property.

Grantee shall have the right to use so much of the Property as may be necessary to install, construct operate, maintain, repair, and replace (collectively, to "work on") an underground cable system (together with all cable, equipment and facilities necessary for the underground distribution of telephone signals, the "System") for the transmission of telephone signals to and

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from the individual residential and commercial condominium units in the Condominium Regimes. On completion of any work on the System, Grantee shall restore the surface of the Property to its condition prior to performance of such work. This work will be done with a minimum amount of inconvenience and disturbance of residents.

**SECTION 3. Grantor's Use of the Easement Area.**

Grantor reserves the right to use the Property for any purpose not inconsistent with the rights herein granted, provided that Grantor shall repair, replace or relocate any element of the System which is or will be damaged in the course of any work of improvement to the Property.

**SECTION 5. Ownership of the System.**

All cable and other equipment which composes the System is and shall remain the Property of the Grantee, and neither Grantor nor any third party shall have any right, title or interest in it except as Grantee may specifically agree in writing. Grantor agrees that the System shall remain Grantee's personal property at all times regardless of how attached or installed.

**SECTION 6. Indemnification.**

Grantee covenants to hold Grantor harmless and indemnified against any and all injuries, losses, suits, claims, actions, costs (including attorneys' fees), penalties, fines or other damages to persons (including death) or property of any nature whatsoever arising out of or in connection with the exercise by Grantee of the rights granted herein, unless caused by Grantor's sole negligence, and except to the extent of Grantor's concurrent negligence. The foregoing indemnity shall to the extent permitted by applicable Washington law extend to the acts or omissions of Grantee's contractors and subcontractors, and Grantee hereby waives all immunity or limitation on liability of any industrial insurance act, including Title 51 of the revised Code of Washington as now or hereafter amended.

**SECTION 7. Assignability.**

The rights and obligations of Grantor and Grantee hereunder shall inure to the benefit of and be binding

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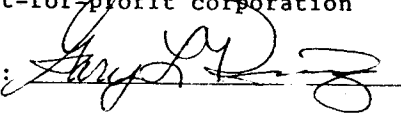
upon their respective successors and assigns. Grantor agrees that this Agreement shall be fully and completely assignable and delegable by Grantee and its successors and assigns, provided any such assignee shall agree in writing to assume the obligations of Grantee hereunder and that the assignee is a financially stable and competent, experienced company.

SECTION 8. Attorneys' Fees.

In the event of litigation between the parties hereto, declaratory or otherwise, in connection with this Agreement, the prevailing party shall recover its costs and attorneys' fees actually incurred, which shall be determined and fixed by the court as part of the judgment.

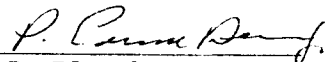
GRANTOR:


THE PROVIDENCE POINT UMBRELLA ASSOCIATION, a Washington not-for-profit corporation

By: 

GRANTEE:

PROCOMM ASSOCIATES, a Washington general partnership

By:   
P. Edward Dean, Jr.,  
General Partner

By:   
Gary L. King  
General Partner

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STATE OF WASHINGTON )  
 )  
COUNTY OF KING ) ss.

I certify that I know or have satisfactory evidence that Gary L. King signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Vice President of THE PROVIDENCE POINT UMBRELLA ASSOCIATION to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: September 9, 1988.

Patricia J. Carlson  
(Signature)

Title  
My appointment expires 1-27-90

STATE OF WASHINGTON )  
 )  
COUNTY OF KING ) ss.

I certify that I know or have satisfactory evidence that P. Edward Dean, Jr. and Gary L. King signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the General Partners of PROCOMM ASSOCIATES to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: September 9, 1988.

Patricia J. Carlson  
(Signature)

Title  
My appointment expires 1-27-90

EXHIBIT A

LEGAL DESCRIPTION OF PROVIDENCE POINT  
AFTER LOT LINE ADJUSTMENTS  
WITH HEALTH & HOSPITAL SERVICES &  
LUTHERAN BIBLE INSTITUTE PROPERTIES

1ST QUARTER OF 1986

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 24  
NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON.

EXCEPT THE NORTH 400.00 FEET IN WIDTH OF THE EAST 590 FEET IN WIDTH;

ALSO EXCEPT THE EAST 30.00 FEET OF SAID SUBDIVISION;

ALSO EXCEPT THE FOLLOWING DESCRIBED PORTION OF SAID SUBDIVISION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;  
THENCE ALONG THE EAST LINE THEREOF  $N01^{\circ}27'13''E$  927.57 FEET TO THE SOUTH LINE  
OF THE NORTH 400.00 FEET OF SAID SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER;  
THENCE ALONG SAID SOUTH LINE  $N88^{\circ}27'26''W$  30.00 FEET TO THE WESTERLY MARGIN OF  
228TH AVENUE S.E. AND THE TRUE POINT OF BEGINNING;  
THENCE ALONG SAID WESTERLY MARGIN  $S01^{\circ}27'13''W$  439.23 FEET;  
THENCE  $N88^{\circ}32'47''W$  12.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE  
TO THE WEST HAVING A RADIUS OF 25.00 FEET, A RADIAL LINE THROUGH SAID  
BEGINNING BEARS  $S88^{\circ}32'47''E$ ;  
THENCE SOUTHERLY AND SOUTHWESTERLY 17.02 FEET ALONG SAID CURVE THROUGH A  
CENTRAL ANGLE OF  $39^{\circ}00'56''$ ;  
THENCE  $N88^{\circ}27'26''W$  282.42 FEET TO THE SOUTHERLY PROLONGATION OF THE WEST LINE  
OF LOT 4 OF KING COUNTY SHORT PLAT NO. 983051R, RECORDED UNDER KING COUNTY  
AUDITOR'S FILE NO. 8503069003;  
THENCE  $N81^{\circ}56'19''W$  176.17 FEET TO AN ANGLE POINT IN THE SOUTH LINE OF LOT 2 OF  
SAID SHORT PLAT;  
THENCE ALONG THE LINE COMMON TO LOTS 1 AND 2 OF SAID SHORT PLAT  $N59^{\circ}58'51''W$   
309.77 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST  
HAVING A RADIUS OF 60.00 FEET, A RADIAL LINE THROUGH SAID BEGINNING BEARS  
 $S18^{\circ}10'14''E$ ;  
THENCE WESTERLY, NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY 144.69 FEET ALONG  
SAID CURVE THROUGH A CENTRAL ANGLE OF  $138^{\circ}10'14''$  TO A POINT OF TANGENCY ON THE  
NORTHWESTERLY LINE OF SAID LOT 2;  
THENCE ALONG SAID NORTHWESTERLY LINE  $N30^{\circ}00'00''E$  230.02 FEET TO THE NORTHWEST  
CORNER OF SAID LOT 2;  
THENCE ALONG THE NORTH LINE OF SAID LOT 2 AND SAID SOUTH LINE OF THE NORTH  
400.00 FEET OF SAID SUBDIVISION  $S88^{\circ}27'26''E$  710.00 FEET TO THE TRUE POINT OF  
BEGINNING.

ALSO EXCEPT THE FOLLOWING DESCRIBED PORTION OF SAID SUBDIVISION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;  
THENCE ALONG THE SOUTH LINE THEREOF  $N88^{\circ}28'02''W$  542.49 FEET;  
THENCE  $N46^{\circ}34'56''E$  40.75 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE  $N67^{\circ}10'08''W$  200.36 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE  
TO THE EAST HAVING A RADIUS OF 114.00 FEET, A RADIAL LINE THROUGH SAID  
BEGINNING BEARS  $S25^{\circ}58'11''W$ ;  
THENCE NORTHWESTERLY, NORTHERLY AND NORTHEASTERLY 179.07 FEET ALONG SAID CURVE  
THROUGH A CENTRAL ANGLE OF  $90^{\circ}00'00''$ ;  
THENCE NON-TANGENT TO THE PRECEDING CURVE  $N35^{\circ}24'17''E$  253.19 FEET;

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THENCE N88°28'45"E 34.70 FEET;  
THENCE S61°30'25"E 370.57 FEET;  
THENCE S46°34'56"W 355.53 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPT THE FOLLOWING DESCRIBED PORTION OF SAID SUBDIVISION, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 9;  
THENCE ALONG THE SOUTH LINE THEREOF N88°28'02"W 542.49 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE N46°34'56"E 396.28 FEET;  
THENCE S61°30'25"E 154.14 FEET;  
THENCE S88°00'47"E 94.36 FEET TO THE WEST LINE OF THE EAST 30.00 FEET OF SAID SECTION 9 AND THE WEST MARGIN OF 228TH AVENUE S.E.;  
THENCE S01°27'13"W 209.34 FEET ALONG SAID WEST MARGIN TO SAID SOUTH LINE OF SECTION 9;  
THENCE N88°28'02"W 512.49 FEET ALONG SAID SOUTH LINE TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16;  
THENCE N88°28'02"W ALONG THE NORTH LINE OF SAID SECTION 16 A DISTANCE OF 542.49 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE S46°34'56"W 305.33 FEET TO A POINT ON A CURVE, THE CENTER OF SAID CURVE BEARS S27°12'21"E 62.00 FEET;  
THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 10°33'42" AN ARC DISTANCE OF 11.43 FEET TO A POINT OF TANGENCY;  
THENCE S52°13'57"W 1114.30 FEET;  
THENCE S37°46'03"E 871.00 FEET;  
THENCE N52°13'57"E 400.00 FEET;  
THENCE S37°46'03"E 541.55 FEET TO A POINT OF CURVE;  
THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 160.00 FEET THROUGH A CENTRAL ANGLE OF 77°43'17" AN ARC DISTANCE OF 217.04 FEET TO A POINT OF TANGENCY;  
THENCE N64°30'40"E 90.86 FEET TO A POINT OF CURVE;  
THENCE EASTERLY ALONG SAID CURVE TO THE RIGHT HAVING A RADIUS OF 190.25 FEET THROUGH A CENTRAL ANGLE OF 26°13'52" AN ARC DISTANCE OF 87.10 FEET TO A POINT ON A CURVE ON THE WESTERLY MARGIN OF 228TH AVENUE S.E. AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECEIVING NO. 7110210313 RECORDS OF SAID COUNTY; SAID POINT BEING A POINT ON A CURVE THE CENTER OF WHICH BEARS N76°39'59"W 808.00 FEET DISTANT;  
THENCE SOUTHERLY, SOUTHWESTERLY AND WESTERLY ALONG SAID MARGIN AND THE NORTHERLY MARGIN OF S.E. 43RD WAY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 87°59'49" AN ARC DISTANCE OF 1240.96 FEET TO A POINT OF TANGENCY;  
THENCE CONTINUING ALONG SAID MARGIN BY THE FOLLOWING COURSES AND DISTANCES:  
N78°39'57"W 945.67 FEET TO A POINT OF CURVE;  
THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1458.00 FEET THROUGH A CENTRAL ANGLE OF 29°51'27" AN ARC DISTANCE OF 759.78 FEET TO A POINT OF TANGENCY;  
THENCE N48°48'30"W 61.08 FEET TO THE WEST LINE OF SAID SUBDIVISION;  
THENCE N01°34'44"E ALONG SAID WEST LINE 1863.45 FEET TO THE NORTHWEST CORNER OF SAID SUBDIVISION;  
THENCE S88°28'02"E 2110.53 FEET TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER AND THAT PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER, ALL IN SECTION 16, TOWNSHIP 24 NORTH, RANGE 6 EAST, W.M., IN KING COUNTY, WASHINGTON, LYING SOUTHERLY OF THE SOUTHERLY MARGIN OF S.E. 43RD WAY AS CONVEYED TO KING COUNTY BY DEED RECORDED UNDER RECEIVING NO. 7110210313.

EXCEPT THE EAST 30 FEET THEREOF FOR 228TH AVENUE S.E.

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