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Scott T. Bell  
Foster, Pepper & Riviera  
1111 Third Avenue  
Seattle, Washington 98101

PROVIDENCE POINT  
TELEVISION SERVICES EASEMENT  
AND AGREEMENT

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This Agreement, dated this 24<sup>th</sup> day of October, 1984, is entered into by and between (a) SWANSON-DEAN CORPORATION, a Washington corporation ("Swanson-Dean") and PROVIDENCE POINT UMBRELLA ASSOCIATION, a Washington nonprofit corporation ("Umbrella Association"), and (b) NORTHLAND POINT PARTNERSHIP, a Washington general partnership ("Northland"). Swanson-Dean and Umbrella Association are referred to herein collectively and individually as "Owner."

Owner desires to have a subscription television system installed and to have certain television programming on a pay basis provided to the condominium apartments and other housing units developed and to be developed in the community development commonly known as Providence Point ("Property") and further described on Exhibit A hereto. Northland desires to provide television programming services to the condominium apartments ("Units") contained in Center Village, described in Exhibit B hereto, ("Center Village"), and at its sole option to other condominium apartments and/or other housing units hereafter constructed on the Property (these condominium apartments or other housing units also being herein referred to as "Units"), on a pay basis by means of cable distribution lines and ancillary equipment (the "System"). Accordingly, in consideration of the mutual promises in this Agreement, the parties agree:

1.0 Northland's Rights.

1.1 Exclusive Right to Operate Television System.

Owner grants to Northland the exclusive, irrevocable right during the term of this Agreement to install, own, operate and maintain methods, devices and/or systems for the reception, processing, marketing and/or distribution of television signals in, on or over the Property.

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1.2 Use of the Property. Owner shall provide, without charge to Northland, and Northland shall have the right, easement for and license to the use of suitable and adequate space and access to the Property to enable Northland to install, maintain and operate the System and exercise its rights under this Agreement. Northland shall have the right, without limitation, to access to all areas of the Property as may be reasonably necessary or convenient to install, maintain, market and repair the System provided that Northland's use and occupancy of the Property shall not unreasonably interfere with or hinder the use of the Property by Owner. Northland's rights hereunder include without limitation the right to install, operate, maintain, repair, remodel, replace and enlarge cable television equipment, including cable, amplifiers, service boxes, lock boxes, pedestals and other equipment, on, over and under the Property. Northland shall have the right to install any equipment, including electrical service entrances, necessary to supply power to the System, and shall have the right for this purpose to draw power from any electrical service on the Property, provided that the power used by Northland shall be separately metered.

1.3 Easement and Covenants. The grant of rights in this Agreement to Northland by Owner is irrevocable and shall be deemed to be an easement and covenant which shall run with the Property for the term hereof. The undertakings and obligations created by this Agreement shall be binding upon Owner's successors and assigns and all future owners of the Property or any portion thereof.

1.4 Construction of Additional Condominium Units. If Units in addition to those contained in Center Village are constructed on the Property, then Northland shall have the exclusive right but not the obligation to operate a television system as provided in this Article with regard to such additional Units unless Northland declines in writing to exercise such rights. Unless Northland so declines to provide service, the terms and conditions of this Agreement shall apply to such additional Unit during the term of this Agreement.

1.5 Actual Location of Easements. Notwithstanding anything herein set forth, the parties intend that the easement area in which Northland shall have the right to install the System outside of building lines shall be limited to one or more ten foot wide rights-of-way the center lines of which shall be constructed, extended or relocated by mutual consent of Northland and Swanson-Dean; in pursuance thereof Northland, and Swanson-Dean on behalf of all owners, shall supplement this Agreement from time to time by recording an instrument referring to this Agreement and containing as an attachment a drawing showing the approximate location of Northland's cable distribution lines,

facilities and equipment outside of building lines, as the cable distribution lines, facilities and equipment are installed or extended or relocated on the Property. Nothing in this paragraph shall limit the area or scope of the easement set forth in Article 1 as to the portions of the Property within the perimeter lines of buildings on the Property. Nothing in this paragraph shall limit the area or scope of the exclusive right granted in paragraph 1.1 above

## 2.0 Term of Agreement.

This agreement shall remain in effect until December 31, 2015, and shall thereafter be automatically renewed for successive five-year periods unless (i) terminated by Owner in writing at least 70 days before the expiration of the initial term or a five-year extension, as the case may be, or (ii) terminated by Northland in writing at least 50 days before the expiration of the initial term or a five-year extension, as the case may be.

## 3.0 Services to be Provided.

3.1 Installation of the System. Northland shall install, own, operate and maintain the System in, on, over and under the Property pursuant to the terms of this Agreement. Northland shall be solely responsible for maintaining the System and shall exercise reasonable efforts to keep the System in good working order.

3.2 Electric Power. Northland will supply, at its expense, the electrical power necessary to operate the System and related equipment.

3.3 System Capability and Programming. The technology and equipment used for operation of the System will be in accordance with accepted industry standards as determined by Northland. The technical quality of the television signals provided by Northland shall be reasonable in relation to the state-of-the-art for cable television systems as of the date of this Agreement.

Northland shall provide to each Unit on the Property in Center Village, and to each other Unit on the Property to which Northland elects under paragraph 1.4 to have this Agreement apply, all equipment necessary to allow two television sets to receive the television signals provided by the System. The System shall provide basic television programming to each Unit on the Property to which this Agreement applies. The System shall incorporate the capability to provide premium television programming to each such Unit on an additional charge basis. Northland in its sole discretion shall determine from time to time what

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programming shall be basic television programming and what shall be premium programming, provided that basic programming shall at all times include the area's regular commercial and public television programming.

#### 4.0 Fees.

4.1 Basic Charge. A basic charge of \$10.00 per month per Unit covered by this Agreement ("Basic Charge") shall be paid to Northland for provision of basic television programming, whether or not the service is actually used by any given Unit. The Basic Charge shall become payable for each Unit in the first full month after the Unit is substantially completed and has basic television programming available to it through the System, provided, however, that no Unit shall be subject to a Basic Charge until the earlier of the date it has been sold by Swanson-Dean to a third party or it has otherwise become occupied for residential purposes. The Basic Charge represents a discounted bulk rate that is made available to Owner only because every Unit on the Property to which this Agreement applies is obligated to subscribe to basic television programming. Owner acknowledges and agrees that the Basic Charge is less than eighty percent (80%) of the current average charges for comparable basic cable television services available for purchase on an individual living unit basis within three miles of the Property.

4.2 Premium Charge. The charge for premium television programming ("Premium Charge") shall be established by agreement between Northland and each Unit owner who chooses to subscribe to that programming.

4.3 Adjustments to Basic Charge. The Basic Charge may be adjusted either up or down by Northland in its sole discretion at any time provided that the Basic Charge shall in no event be adjusted to exceed eighty percent (80%) of the then average charges for comparable cable television services available for purchase on an individual living unit basis within three miles of the Property.

4.4 Payments of Basic Charges. Umbrella Association shall include the Basic Charge in the monthly maintenance fee billed to and collected from each Unit to which this Agreement applies. The Basic Charges for all Units on the Property to which this Agreement applies, including without limitation those Units that have been sold to third parties, shall be payable by Umbrella Association to Northland whether or not they are collected by Umbrella Association from the owners. The Basic Charges for each month shall be paid by Umbrella Association to Northland in advance, no later than the tenth day of the month to which the charges apply. If Umbrella Association fails to make

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any payment of Basic Charges within ten days of its due date, it shall pay Northland a service charge of 4% of the amount due. In addition, Umbrella Association shall pay Northland any actual expenses incurred by Northland in collection efforts, including without limitation attorney's fees and costs. Further, Umbrella Association shall pay Northland interest on delinquent payments from the due date until paid, at the lesser of the maximum rate of interest allowed by law or 18% per annum. (If no applicable maximum rate of interest is provided by law, interest shall be paid at 18% per annum.)

4.5 Payment of Premium Charges. Umbrella Association may at its option elect to act as the agent for collection of the Premium Charges. If Umbrella Association so elects Northland shall monthly provide to Umbrella Association information regarding which Units have subscribed to premium television services and the amount of the Premium Charge applicable to those subscriptions. Umbrella Association shall in turn bill these Premium Charges to the appropriate owners. As to these Premium Charges, Umbrella Association shall act as agent for collection only, and shall be obligated only to reflect the charges for these services in its regular billings to owners and to forward to Northland and account for the payments actually collected by Umbrella Association.

4.6 Payments for Sales Use Tax. In addition to the other payments billable by Umbrella Association to the owners and payable by Umbrella Association to Northland, Umbrella Association shall bill the appropriate owners for, and shall pay Northland, contemporaneously with the monthly payments due pursuant to Sections 4.4 and 4.5, an amount equal to the product of the sum of Basic Charges (and Premium Charges if applicable) payable for such period multiplied by the then current percentage rate for sales and/or use tax in King County, unless Owner shall have obtained a written determination specific to this Agreement from the State of Washington Department of Revenue determining that neither sales nor use taxes apply to Basic Charges (and/or Premium Charges, if applicable). Likewise Umbrella Association shall bill the appropriate owners for and shall pay Northland the amount of any other excise tax and/or tax similar to a sales or use tax that may be imposed in the future by any governmental entity upon Basic Charges (and/or upon Premium Charges, if applicable).

5.0 Ownership, Control and Protection of Northland's Equipment.

5.1 Ownership. The System is and shall remain the property of Northland and neither Owner nor any third party shall have any right, title or interest in or to the System except for

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the right to receive services as set forth in this Agreement. This Agreement shall not be treated as a lease, financing lease, conditional sales contract, security agreement or sale. All modifications, repairs, alterations, replacements, substitutions, operating accessories and controls of and additions to the System shall accrue to Northland and shall be the property of Northland. Northland has the right to control the System and may, in its discretion, replace or supplement the System or any part thereof with other equipment so long as the services provided to Owner under this Agreement are not reduced or diminished as a result.

5.2 Risk of Loss or Damage. Northland shall bear all risks of loss and damage to the System, except that Owner shall bear such risk and be liable to Northland to the extent any loss or damage arises from Owner's negligence or misconduct.

5.3 Protection of the System; Equipment to Remain Personal Property. Owner (a) shall protect the System, at its own cost and expense, from deterioration other than normal wear and tear; (b) shall not allow the System to be used other than in the regular course of providing television programming services within the System's normal capacity, without abuse, and in a manner contemplated by the respective manufacturers thereof; (c) shall not make modifications, alterations or additions to the System without the prior written consent of Northland, which shall not be unreasonably withheld; (d) agrees that the System shall remain personal property at all times regardless of how attached or installed; and (e) shall keep the System on the Property as and where installed and shall not remove it without the prior written consent of Northland.

5.4 Possession of Equipment Upon Termination. Upon the termination of this Agreement, Northland may take possession of and remove from the Property any and all portions of the System that may be removed without doing substantial injury to the real property.

#### 6.0 Insurance.

6.1 Insurance. Northland shall maintain for the duration of this Agreement comprehensive liability insurance naming Umbrella Association as an additional insured and having limits of not less than \$500,000 per person and per occurrence for personal injury (including bodily injury and death) and not less than \$500,000 per person and per occurrence for injury to property, arising out of or in connection with Northland's activities under this Agreement.

Each party agrees to obtain and maintain such other policies of insurance as it deems necessary to insure it against losses arising out of its respective interest under this Agreement.

6.2 Waiver of Insurers' Rights of Subrogation. Northland and Owner each release the other, their agents and employees from responsibility for, and waive their claim of recovery for, any loss or damage which is covered by their respective insurance policies of any kind. Each party shall cause its insurance carriers to consent to this waiver of all rights of subrogation against the other party. Notwithstanding the foregoing, no such release shall be effective unless the relevant policy or policies shall expressly permit such a release or contain a waiver of the carrier's right to be subrogated.

7.0 Default and Remedies.

7.1 Default. Owner shall be in default of this Agreement if:

(a) Owner fails to make any payment hereunder for a period of ten days from its due date;

(b) Owner fails to observe, keep or perform any provision of this Agreement, and the failure continues for a period of ten days after notice of such breach by Northland;

(c) Owner has made any misleading or false statement in connection with the performance of this Agreement;

(d) The System or any part thereof is subject to any levy, seizure, assignment, transfer, encumbrance, application, attachment, execution, sublease or sale without the prior written consent of Northland; or

(e) Owner abandons the System.

7.2 Remedies. Upon default by Owner, Northland may, without any further demand or notice, pursue any one or more of the following remedies:

(a) Require Owner to execute any and all documents and take any and all actions requested by Northland to confirm in Northland, free and clear of any lien or charge, the right to possession of and all right, title and interest in and to the System (which Owner agrees to do upon request);

(b) Enter, either with or without notice to Owner, upon the Property, and without any court order or other process of law, to take possession of and remove any or all portions of the System that may be removed without doing substantial

injury to the Property (Owner hereby waives any trespass or right of action for damages by reason of such entry and removal and agrees that any such taking of possession shall not constitute a termination of this Agreement unless Northland so notifies Owner in writing);

(c) Terminate this Agreement by written notice to Owner; and

(d) Take whatever other action or remedy Northland may have at law, in equity or otherwise.

Without limitation of the foregoing, it is expressly agreed by Owner that in the event of default by Owner, Owner shall be liable to Northland for all damage, cost and expense incurred by Northland in removing, transporting, storing, marketing and reinstalling the System in another location in the event, due to Owner's default, Northland elects to remove the System from the Property, including such repairs and/or replacement equipment required for such relocation of the System, for Northland's attorney's fees and costs, if any, incurred to enforce Northland's rights hereunder and for Northland's lost profits as a result of termination of this Agreement.

#### 8.0 Miscellaneous.

8.1 No Liens. Owner shall not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on the System. Owner shall promptly, at its own expense, take all actions necessary to discharge any such mortgage, pledge, lien, charge, encumbrance or claim or obtain a waiver of the lien thereof and, in any event, to obtain such lien waivers for the System as Northland may reasonably request.

8.2 Compliance With Laws. Owner shall comply with all laws applicable to the use of the System.

8.3 Memorandum; Additional Documents. This Agreement will be recorded in the records of the County Auditor of King County, Washington. The parties agree to execute any additional documents which either of them may require from time to time to give notice, confirm or clarify their respective interests in the System, related equipment, the Property or this Agreement.

8.4 Complete Understanding. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and may be further amended only by written instrument. This Agreement supersedes all previous

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agreements, if any, between the parties with respect to this subject matter.

8.5 Assignability. The rights and obligations of Owner and Northland hereunder shall inure to the benefit of and be binding upon their respective successors and assigns. This Agreement is intended as a personal agreement to Northland, but Owner hereby agrees that this Agreement shall be fully and completely assignable and delegable by Northland and its successors and assigns.

8.6 Authority to Execute; Binding Obligation.

8412130151 (a) Owner represents and warrants that Owner has all requisite power and authority to execute this Agreement and to perform its obligations hereunder; that the execution of this Agreement and the performance of Owner's obligations hereunder have been duly authorized by requisite action of Owner; that this Agreement has been properly executed by a duly authorized representative of Owner; that this Agreement is a valid and binding obligation of Owner, its successors and assigns; that Owner is fully authorized to grant to Northland the rights and easement as provided in this Agreement; and that this Agreement is enforceable in accordance with its terms except as its enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally or (ii) general principles of equity.

8.7 Severability. If any provision of this Agreement shall be held to be invalid, the remainder of this Agreement shall not be affected thereby.

8.8 Governing Law. This Agreement shall be governed by the internal laws of the State of Washington.

8.9 Notices. All notices, claims, certificates, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or mailed to the addresses set forth opposite the signatures to this Agreement or such other address as the party to whom notice is to be given may have previously furnished to the other in writing in the manner set forth above.

8.10 Multiple Counterparts; Number. This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. For purposes of this Agreement, the plural shall be deemed to include the singular and the singular shall be deemed to include the plural.

8.11 Title and Headings. The paragraph headings and the title of this Agreement are for reference only, and are not a part of this Agreement.

9.0 Consent. The third-party or parties named in Exhibit attached hereto, for each of themselves and their respective successors and assigns, thereby consent to this Agreement and agree that the easement and other rights granted to Northland by Owner herein or as a result hereof shall be senior to all interests each and any of them may have in and to the Property.

DATED the day and year stated in the first paragraph of this Agreement.

2100 - 112th Avenue N.E.  
Bellevue, Washington 98004  
Attention: President

SWANSON-DEAN CORPORATION

By P. Edward Dean, Jr.  
P. Edward Dean, Jr.  
President

c/o Swanson-Dean Corporation  
2100 - 112th Avenue N.E.  
Bellevue, Washington 98004  
Attention: President

PROVIDENCE POINT UMBRELLA  
ASSOCIATION

By P. Edward Dean, Jr.  
P. Edward Dean, Jr.  
President

c/o Northland Communications  
Corporation  
2520 One Union Square Bldg.  
Seattle, Washington 98101  
Attention: President

NORTHLAND POINT PARTNERSHIP

By Northland Communications  
Corp., its managing general  
partner

By David D. Kinley  
David D. Kinley  
Executive Vice President

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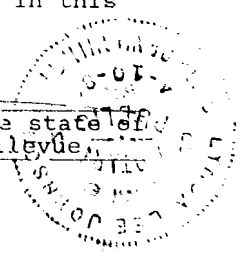
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STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

THIS IS TO CERTIFY that on this 24th day of October, 1984, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared P. EDWARD DEAN, JR., to me known to be the President of SWANSON-DEAN CORPORATION, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal the day and year in this certificate first above written.

Lynnda Lee Johnson  
Notary public in and for the state of  
Washington, residing at Bellevue

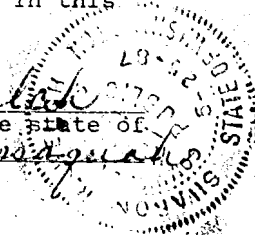


STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF King )

THIS IS TO CERTIFY that on this 29<sup>th</sup> day of October, 1984, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared DAVID D. KINLEY, to me known to be the Executive Vice President of NORTHLAND COMMUNICATIONS CORPORATION, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal the day and year in this certificate first above written.

Sharon R. Welch  
Notary public in and for the state of  
Washington, residing at Seattle



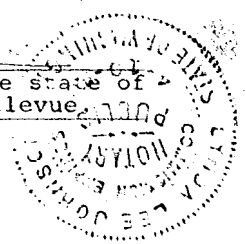
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STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

THIS IS TO CERTIFY that on this 24th day of October, 1984, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared P. EDWARD DEAN, JR., to me known to be the President of PROVIDENCE POINT UMBRELLA ASSOCIATION, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal the day and year in this certificate first above written.

Lynne Lee Johnson  
Notary public in and for the state of  
Washington, residing at Bellevue, 1980



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EXHIBIT A  
TO TELEVISION SERVICES EASEMENT AND AGREEMENT  
LEGAL DESCRIPTION OF THE PROPERTY  
(PROVIDENCE POINT)

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 690 feet  
in width; also

EXCEPT the south 435.00 feet in width of the north 835.00  
feet in width of the east 330 feet in width; also

EXCEPT the east 30.00 feet in 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 north  $01^{\circ}27'13''$  east  
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 north  $88^{\circ}27'26''$  west 330.00  
feet to the true point of beginning;  
thence south  $01^{\circ}27'13''$  west 435.00 feet;  
thence north  $88^{\circ}27'26''$  west 175.00 feet;  
thence north  $59^{\circ}58'51''$  west 414.48 feet;  
thence north  $30^{\circ}00'00''$  east 270.00 feet;  
thence south  $88^{\circ}27'26''$  east 410.00 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 8;  
thence along the south line thereof north  $88^{\circ}28'02''$  west  
30.00 feet to the westerly margin of 228th Avenue S.E. and  
the true point of beginning;  
thence continuing along said south line north  $88^{\circ}28'02''$  west  
512.49 feet;  
thence north  $46^{\circ}34'56''$  east 582.03 feet;  
thence south  $88^{\circ}32'49''$  east 100.00 feet to said westerly  
margin of 228th Avenue S.E.;  
thence along said westerly margin south  $01^{\circ}27'13''$  west  
411.35 feet 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 north  $88^{\circ}28'02''$  west along the north line of said  
Section 16 a distance of 542.49 feet to the point of  
beginning;  
thence south  $46^{\circ}34'56''$  west 305.33 feet to a point on a  
curve, the center of said curve bears south  $27^{\circ}12'21''$  east  
62.00 feet;  
thence southwesterly along said curve to the left through a  
central angle of  $10^{\circ}33'42''$  an arc distance of 11.43 feet to  
a point of tangency;  
thence south  $52^{\circ}13'57''$  west 1214.30 feet;

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thence south  $37^{\circ}46'03''$  east 871.00 feet;  
thence north  $52^{\circ}13'57''$  east 500.00 feet;  
thence south  $37^{\circ}46'03''$  east 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  $77^{\circ}43'17''$  an arc distance of  
217.04 feet to a point of tangency;  
thence north  $64^{\circ}30'40''$  east 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  $26^{\circ}13'52''$   
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 Recording Number 7110210313,  
said point being a point on a curve, the center of which  
bears north  $76^{\circ}39'59''$  west 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  $87^{\circ}59'49''$  an  
arc distance of 1240.96 feet to a point of tangency;  
thence continuing along said margin by the following courses  
and distances:

North  $78^{\circ}39'57''$  west 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  $29^{\circ}51'27''$  an arc distance of  
759.78 feet to a point of tangency;  
thence north  $48^{\circ}48'30''$  west 61.08 feet to the west line of  
said subdivision;  
thence north  $01^{\circ}34'44''$  east along said west line 1663.45  
feet to the northwest corner of said subdivision;  
thence south  $88^{\circ}28'02''$  east 2110.53 feet to the 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 Recording Number 7110210313;  
EXCEPT the east 30 feet thereof for 228th Avenue S.E.

EXHIBIT B  
TO TELEVISION SERVICES EASEMENT AND AGREEMENT  
LEGAL DESCRIPTION OF CENTER VILLAGE

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;  
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 1214.30 FEET;  
THENCE S37°46'03"E 325.76 FEET;  
THENCE S52°13'57"W 117.61 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE S37°29'34"E 299.37 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 217.00 FEET;  
THENCE SOUTHEASTERLY AND SOUTHERLY 185.13 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 48°52'50";  
THENCE S11°23'16"W 74.31 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 233.00 FEET;  
THENCE SOUTHERLY AND SOUTHEASTERLY 131.96 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 32°27'02";  
THENCE S21°03'46"E 128.21 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 127.38 FEET;  
THENCE SOUTHEASTERLY AND SOUTHERLY 98.20 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°10'20" TO A POINT ON A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 780.00 FEET (A RADIAL LINE THROUGH SAID BEGINNING BEARS S31°04'53"W);  
THENCE SOUTHEASTERLY 184.64 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°33'47" TO A RADIAL LINE OF SAID CURVE WHICH BEARS S17°31'06"W;  
THENCE ALONG A NON-TANGENT LINE N86°55'28"E 251.19 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 155.00 FEET;  
THENCE EASTERLY AND SOUTHEASTERLY 76.65 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°20'03";  
THENCE S64°44'29"E 53.69 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 90.00 FEET;  
THENCE SOUTHEASTERLY 68.56 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 43°38'48";  
THENCE S21°05'41"E 103.19 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST ON THE NORTHERLY MARGIN OF S.E. 43RD WAY HAVING A RADIUS OF 808.00 FEET (A RADIAL LINE THROUGH SAID POINT BEARS S11°19'04"E);  
THENCE WESTERLY 319.44 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 22°39'07";  
THENCE CONTINUING ALONG SAID NORTHERLY MARGIN OF S.E. 43RD WAY N78°39'57"W 945.67 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1458.00 FEET;  
THENCE NORTHWESTERLY 759.78 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°51'27";  
THENCE N48°48'30"W 61.08 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER;  
THENCE ALONG SAID WEST LINE N01°34'44"E 1161.09 FEET;

EXHIBIT B-1

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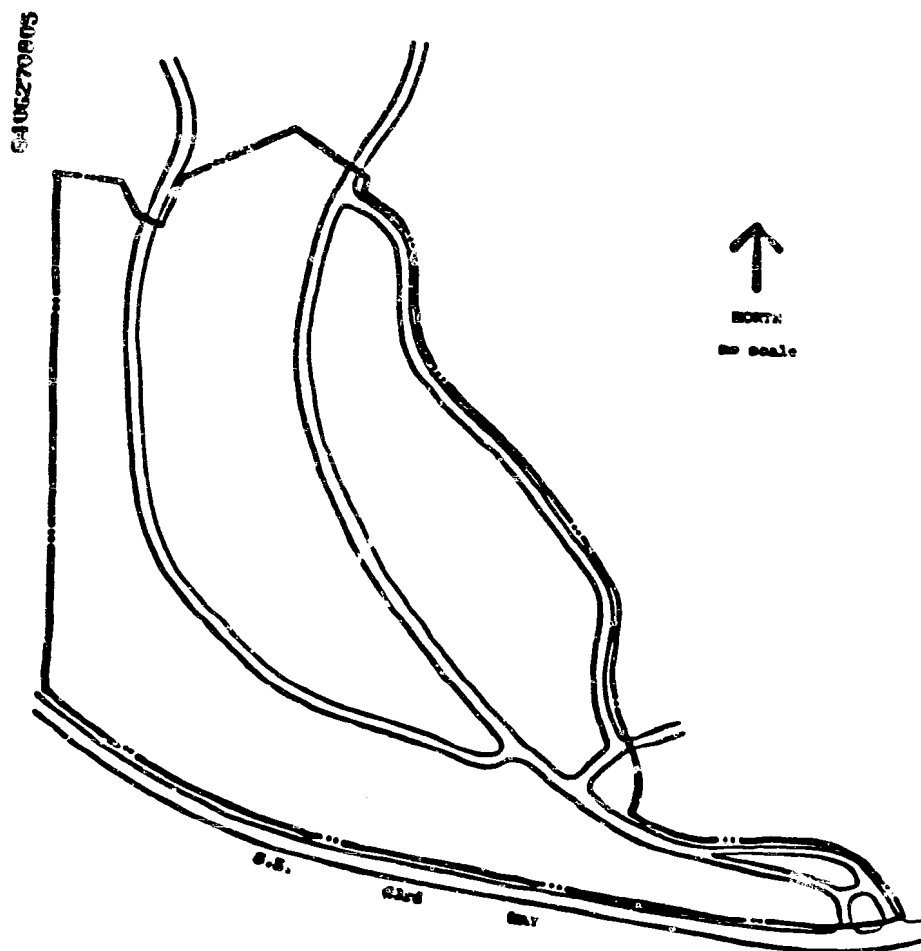
THENCE S88°25'16"E 145.74 FEET;  
THENCE S24°09'44"E 100.00 FEET;  
THENCE S70°49'16"E 55.00 FEET;  
THENCE N19°10'44"E 100.00 FEET;  
THENCE N65°05'43"E 308.71 FEET;  
THENCE S51°20'25"E 192.09 FEET;  
THENCE S17°41'14"W 50.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE  
TO THE SOUTHWEST HAVING A RADIUS OF 192.00 FEET (A RADIAL LINE THROUGH SAID  
BEGINNING BEARS N20°51'11"E);  
THENCE SOUTHEASTERLY AND SOUTHERLY 241.61 FEET ALONG SAID CURVE THROUGH A  
CENTRAL ANGLE OF 72°06'00";  
THENCE S02°57'11"W 8.17 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE  
NORTHEAST HAVING A RADIUS OF 333.00 FEET;  
THENCE SOUTHERLY AND SOUTHEASTERLY 297.14 FEET ALONG SAID CURVE THROUGH A  
CENTRAL ANGLE OF 51°07'31";  
THENCE S48°10'20"E 79.76 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE  
SOUTHWEST HAVING A RADIUS OF 517.00 FEET;  
THENCE SOUTHEASTERLY 96.36 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF  
10°40'46" TO THE TRUE POINT OF BEGINNING AND CONTAINING 39.42 ACRES MORE OR  
LESS.

5/1/84  
RCH/PSA  
41220.01/5C-65  
REV. 6/18/84



APPROXIMATE LOCATION OF LAND DESCRIBED ON EXHIBIT B  
(CENTER VILLAGE)

8112130154



8/9/84  
2655E/1403A

70

THIS DRAWING SHOWS THE APPROXIMATE LOCATION OF CENTER VILLAGE, BUT IS NOT INTENDED AS A REPRESENTATION OF ITS ACTUAL LOCATION, SHAPE OR SIZE. IN THE CASE OF A CONFLICT BETWEEN THIS PAGE B-3 AND PAGES B-1 and B-2, PAGES B-1 AND B-2 SHALL GOVERN.

EXHIBIT B-3

EXHIBIT C  
TO TELEVISION SERVICES EASEMENT AND AGREEMENT  
CONSENT

For and in consideration of Ten Dollars and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, University Federal Savings Bank, successor to the interest of University Federal Savings and Loan Association, as beneficiary under those certain deeds of trust respectively recorded in the Records of the Department of Records and Elections of King County under Recording Nos. 8309300846, 8405220065 and 8408300168, and Prudential Bank, F.S.B., beneficiary of that certain deed of trust recorded in the Records of the Department of Records and Elections of King County under Recording No. 8406290036, for each of themselves and their respective successors and assigns, hereby consent to the foregoing Agreement and agree that the easement and other rights granted to Northland by Owner therein or as a result thereof shall be senior to all interests each and any of them may have in and to the Property described in Exhibit A to the foregoing Agreement.

UNIVERSITY FEDERAL SAVINGS BANK,  
a banking corporation

By

Donald S. Wagner  
its EXECUTIVE VICE PRESIDENT

PRUDENTIAL BANK, F.S.B.,  
a banking corporation

By

Michael J. Gaff  
its VICE PRESIDENT

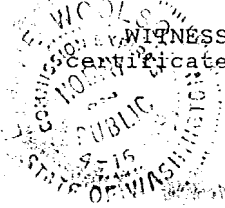
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10/08/84

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF King )

THIS IS TO CERTIFY that on this 24<sup>th</sup> day of October, 1984, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared DONALD E. WAHLQUIST, to me known to be the Executive Vice-President of UNIVERSITY FEDERAL SAVINGS BANK, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the seal of said corporation.

WITNESS my hand and official seal the day and year in this certificate first above written.

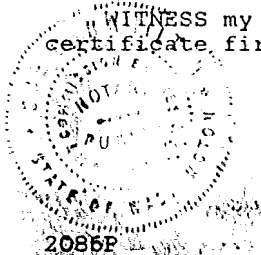


Carol Watson  
Notary public in and for the state of  
Washington, residing at Seattle

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF King )

THIS IS TO CERTIFY that on this 24th day of October, 1984, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally appeared Michael J. Flaherty, to me known to be the Vice President of PRUDENTIAL BANK, F.S.B., the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument, and that the seal affixed is the seal of said corporation.

WITNESS my hand and official seal the day and year in this certificate first above written.



Sue C. Hamilton  
Notary public in and for the state of  
Washington, residing at Seattle

10/08/84