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KATHY HILL  
SKAGIT COUNTY AUDITOR

Return Name and Address:

TCI  
ATTN: April Krebsler  
2316 S State St.  
Tacoma, WA 98405

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RECORDED \_\_\_\_\_ FILED \_\_\_\_\_  
REQUEST OF \_\_\_\_\_

**9905100044**

Please print or type information

<b>Document Title(s)</b> 1. MDU Service Agreement—Viewcrest Apartments 2. 3.
<b>Grantor(s)</b> 1. DiDe Investments 2. 3.
<b>Grantee(s)</b> 1. TCI Cablevision of Washington, INC. 2. 3.
<b>Legal Description</b> (abbreviated: i.e. lot, block, plat OR section, township, range, qtr.) SEC 17, T34N, R4E <input type="checkbox"/> Additional legal is on page <u>5</u> of document.
<b>Reference Number(s)</b> (Auditor File Numbers) of Documents assigned or released: <input type="checkbox"/> Additional numbers on page _____ of document.
<b>Assessor's Property Tax Parcel/Account Number</b> 34041700270006 <input type="checkbox"/> Property Tax Parcel ID is not yet assigned. <input type="checkbox"/> Additional parcel numbers on page _____ 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.

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## MDU SERVICE AGREEMENT

**THIS AGREEMENT** (this "Agreement") dated as of NOVEMBER 11, 1997 is made and entered into by and between TCI CABLEVISION OF WA., INC. ("Company"), and DiDe INVESTMENTS ("Owner"), which owns or has control over certain real estate and improvements commonly known as the VIEWCREST APARTMENTS located at 915 CRESTVIEW LN., MOUNT VERNON, WA. 98273 (the "Premises"), consisting of 10 units plus any units added or constructed in the future. A legal description of the Premises is attached hereto as Exhibit A. Company owns and operates a cable television system in MOUNT VERNON, WA. (the "System") pursuant to a franchise agreement, permit or other legal authority to operate the System (as extended or renewed from time to time, the "Franchise"). Owner and Company desire to provide for Company's access to the Premises in order to install the equipment necessary to provide multi-channel video programming and any other services that Company may lawfully provide (the "Services") to the Premises, on the terms and conditions provided herein. Therefore, the parties agree as follows:

1. **EASEMENTS; ACCESS.** Owner hereby grants, bargains and conveys to Company an irrevocable easement in gross across, under and over 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. Owner agrees that Company may from time to time enter into various agreements or arrangements with its approved designees, agents or authorized vendors (collectively, the "Agents") and access to the Premises granted by Owner pursuant to this Section will extend to such Agents. Owner will cause its designated representative, to accompany employees or agents of Company into any unoccupied residential unit for the purpose of wiring such residential unit, if such wiring is required. After the Premises have been wired for the provision of Services, Owner will provide Company's employees and agents access to the Premises at reasonable times for the exercise of its easement rights hereunder. In addition to the other rights granted by Owner hereunder, upon termination of this Agreement, Owner hereby grants, bargains and conveys to Company the right to enter the Premises in order to remove the Equipment from the Premises if Company so desires.

2. **TYPE OF ACCOUNT; PROVISION OF SERVICES.**

Company will provide the Services to the Premises as follows:  
(Check one)

( ) Individual Rate Account: Company, or the Agents, will market and contract with individual residents of the Premises for all Services, and all arrangements for connecting, serving and billing residents of the Premises for the Services will be made directly between Company and such residents.

(X) Bulk Rate Account: Company will market and contract with the Owner for certain of the Services in accordance with a Bulk Rate Addendum to be signed by Company and Owner. Company, or the Agents, will market and contract with individual residents of the Premises for all other Services, and all arrangements for connecting, serving and billing residents of the Premises for such other Services will be made directly between Company or the Agents, and such residents.

The Services will initially be provided as set forth above. During the term of this Agreement, the method of billing may be changed (i.e., from a bulk rate to an individual rate account and visa versa) without in any way affecting the validity of this Agreement.

3. **OTHER SYSTEMS.** In consideration of Company's investment in the Equipment and other valuable consideration, for a period of time ending upon the earlier of (a) the date of termination of this Agreement and (b) the first anniversary of the effective date of this Agreement, Owner will not, without the prior written consent of Company, operate or install or permit the operation or installation of any other antenna, receiver, converter, cable or other signal amplification system on the Premises for use in connection with television or radio equipment.

4. **TERM.** This Agreement will be effective on the date hereof and continue for the term of the Franchise.

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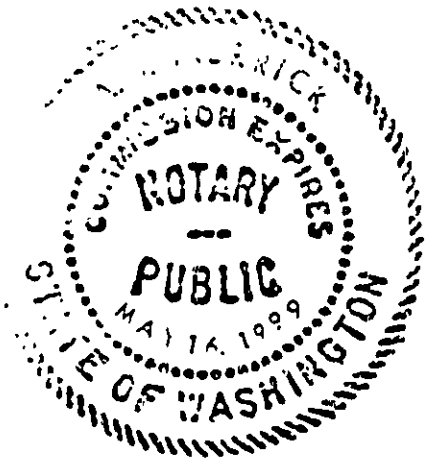
STATE OF WASHINGTON )


) SS

COUNTY OF KING )

On DECEMBER 29, 1997, before me, a Notary Public in and for said State, personally appeared **William R. Bennett**, known to me to be the **Regional Vice President** of the corporation that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of the corporation therein named as **COMPANY** and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



  
A.J. MERRICK, Notary Public  
In and for the State of  
Washington  
Residing at: Seattle, WA  
My Commission Expires:  
May 16, 1999

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**EXHIBIT A**

To  
MDU Service Agreement  
dated  
NOVEMBER 11, 1997  
between  
TCI CABLEVISION OF WA., INC.  
and  
VIEWCREST APARTMENTS

**Legal Description**

TRACT A of Mount Vernon Short Plat 23-76

Also known as a Portion of the SW 1/4 of  
the SW 1/4

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