



199909080035

Kathy Hill, Skagit County Auditor
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Return Name and Address:
TCI
ATTN: April Krebser
2316 S State St.
Tacoma, WA 98405

Please print or type information

| |
|---|
| <p>Document Title(s)</p> <p>1. MDU Service Agreement—Windsor Apartments 2. 3.</p> |
| <p>Grantor(s)</p> <p>1. Delahunt, June 2. 3.</p> |
| <p>Grantee(s)</p> <p>1. TCI Cablevision of Washington, INC. 2. 3.</p> |
| <p>Legal Description (abbreviated: i.e. lot, block, plat OR section, township, range, qtr.) SEC 27, T34N, R4E</p> <p><input type="checkbox"/> Additional legal is on page <u>5</u> of document.</p> |
| <p>Reference Number(s) (Auditor File Numbers) of Documents assigned or released:</p> <p><input type="checkbox"/> Additional numbers on page _____ of document.</p> |
| <p>Assessor's Property Tax Parcel/Account Number 340417-0-185-004</p> <p><input type="checkbox"/> Property Tax Parcel ID is not yet assigned.</p> <p><input type="checkbox"/> Additional parcel numbers on page _____ of document.</p> |
| <p>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.</p> |

Business Services Group
TCI Cablevision
240 NE Kettle St.
Oak Harbor, WA 98277

MULTIPLE DWELLING UNIT SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") dated as of March 22, 1999 is made and entered into by and between TCI Cablevision of Washington, Inc. ("Company"), and Roland Delahunt ("Owner"), which owns or has control over certain real estate and improvements commonly known as Windsor Apartments located at 1701 Windsor Drive, in Mount Vernon, Washington (the "Premises"), in Section 17, Township 34, Range 4, W.M., consisting of 12 units plus any units added or constructed in the future. A legal description of the Premises is attached hereto as Exhibit A (Page ____). Parcel or Tax Account Number(s): 340417-0-185-004. Company owns and operates a cable television system in Mount Vernon, Washington (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 operate 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 representatives 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.



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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 or (b) the 7th (seventh) 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 a period of 15 years (the "Initial Term"), and thereafter shall automatically renew for terms of 5 (five) year(s) ("Renewal Term"), unless either party gives the other written notice of non-renewal at least six months prior to the end of the Initial Term or then-effective Renewal Term, as appropriate.

COMPANY AND OWNER AGREE TO THE ADDITIONAL TERMS AND CONDITIONS APPENDED HERETO. THE PARTIES HAVE EXECUTED THIS AGREEMENT BY THEIR DULY AUTHORIZED REPRESENTATIVES.

OWNER:

June
Richard Delahunt

By: _____

Print Name: John Whitney

Title: Property Manager

Address: CENTURY 21
VALLEY HOMES & INVESTMENTS

1413 E. COLLEGE WAY

MT. VERNON, WA 98273

Telephone: 360-424-7166

Telecopy: _____

COMPANY:

TCI Cablevision of Washington, Inc.

By: John Grismore 5-29-99

Print Name: John Grismore

Title: Authorized Agent

Address: 22025 30th Ave. SE

Bothell, WA 98021-4444

Telephone: (425) 462-2620

Telecopy: _____

STATE OF WASHINGTON)

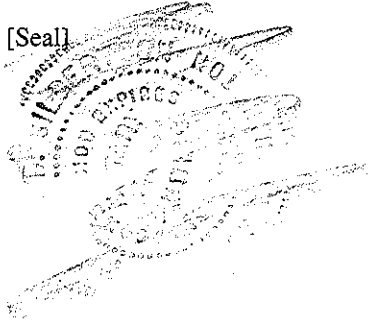
COUNTY OF SKAGIT) ss.

This instrument was acknowledged before me on March 23rd, 1999, by JOHN WHITNEY
as Property Manager of Century 21 Valley Homes Inc.

Given under my hand and seal of office.

My commission expires: 1 Oct 2002

[Seal]



Richard Delahunt
Notary Public

Title



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Kathy Hill, Skagit County Auditor

STATE OF WASHINGTON

)
) SS
)

COUNTY OF SNOHOMISH

On MAY 28, 1999 before me, a Notary Public in and for said State, personally appeared **John B. Grismore**, known to me to be an **Authorized Agent** 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 or OPERATOR, 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.

MARC D. MICHEL
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
APRIL 19, 2002

Marc D. Michel

MARC D. MICHEL, Notary Public
In and for the State of Washington
Residing at: Bellevue, WA
My Commission Expires:
April 19, 2002



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EXHIBIT A

To
MDU Service Agreement
dated

March 22, 1999

between
Shirk
Roland Delahunt

and

TCI Cablevision of Washington, Inc.

Legal Description

PARCEL "G": 340417-0-185-0004; P25808; 0.56 ac

That portion of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 17,
Township 34 North, Range 4 East W.M., described as follows:

Beginning at a point on the South line of the Southwest $\frac{1}{4}$ of the
Northeast $\frac{1}{4}$ of said section 17, which point bears South 89°37' East a
distance of 702.43 feet from the Southwest corner of said subdivision;
thence North 0°28'17" West a distance of 30 feet to the North line of
College Way and the true point of beginning of this description, (said
point being the Southeast corner of that certain tract conveyed to the
City of Mount Vernon by deed recorded May 18, 1966, under Auditor's File
No. 6002431); thence North 0°28'17" West along the East line of said tract
a distance of 250 feet to a point on the South line of lot 44 of "College
Heights Addition", according to the plat recorded in Volume 7 of plats,
pages 101 and 102, records of Skagit County, Washington; thence South
89°37' East along the South line of said Lot 44, a distance of 100 feet
to a point on the West line of Windsor Drive, as shown on said plat of
"College Heights Addition"; thence South 0°28'17" East along the West
line of Windsor Drive, a distance of 229.70 feet; thence on a curve to
the right having a radius of 20 feet, a distance of 31.71 feet to the
North line of College Way; thence North 89°37' West along the North line
of College Way to the point of beginning.

Situated in the County of Skagit, State of Washington.

SUBJECT TO: Easement of City of Mount Vernon,
conveying right to lay, maintain, and operate
sewer lines, together with a right of ingress
and egress, dated 10/19/60 and recorded 10/20/60
under Auditor's File No. 600024.



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